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**NORTHWESTERN UNIVERSITY
WILDCARD AND BANKING SERVICES AGREEMENT**

1. Parties; Terms of Agreement. This WildCARD and Banking Services Agreement ("Agreement") is executed and entered into between **NORTHWESTERN UNIVERSITY**, Evanston, Illinois ("University") and **U.S. BANK NATIONAL ASSOCIATION**, ("Bank") (collectively, "the Parties") on April 1, 2004, for an initial term commencing July 1, 2004 and ending June 30, 2011 ("Term"). After completion of the Term, the parties may renew the Agreement on a yearly basis for up to three years should the Parties so agree in writing.

2. Parties' Objectives. University issues to students, staff and faculty ("Users") a multifunctional identification and service card to be known as the WildCARD ("WildCARD"). University desires to include Banking Services as a part of the function of the WildCARD and Bank is willing to provide services to the Users in accordance with this Agreement. As used in this Agreement, "Banking Services" will mean checking accounts linked to the WildCARD, automated teller machine services, and a branch office on campus.

3. Banking Services. Bank will during the term of this Agreement be the exclusive provider of Banking Services that may be accessed by Users through the WildCARD. Bank will provide a checking account at Bank to qualified Users, including students, faculty and staff of the University, which may be accessed through the WildCARD and will permit PIN-based point of sale ("POS") debit and automated teller machine ("ATM") transactions. The Bank will promote its Student Checking Account and Employee Workplace Banking Account for use with the WildCARD, but qualified Users may select any of the accounts offered by the Bank. Some of the features of the Student Checking and Employee Workplace Banking Accounts as of the date of this Agreement are also summarized on the attached **Exhibit A**. Bank may make reasonable changes to the terms in **Exhibit A** to enhance these account features, upon prior written notice to the University. Additionally, all Bank ATM's on the Northwestern University campuses will be free of transaction charges to Bank checking account holders when accessing their account with the Bank ATM/Debit Card, which can also be linked to the WildCARD, throughout the Term of this Agreement and any renewal periods. Eligibility for WildCARDS will be at the sole discretion of the University but a cardholder's eligibility for Banking Services shall be at the sole discretion of the Bank. Additional enhancements to the Banking Services will be subject to further agreement of both parties.

4. Automated Teller Machines. Bank will place seven (7) ATMs on the University's Evanston campus and three (3) ATMs on the University's Chicago campus. The operation of these ATMs shall be governed by the ATM Placement Agreement between Bank and University, attached hereto and incorporated herein as **Exhibit B**. The locations of the ATMs are indicated on **Exhibit C**, attached hereto and incorporated herein, which shall be revised from time to time as ATMs are added, removed or relocated by written agreement of both parties. During the term of this Agreement, Bank

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shall have the right of first refusal with respect to any request by University for an additional ATM on the Evanston or Chicago campus, including future new construction on both campuses. University shall notify Bank if it determines that additional ATMs are needed on either campus. Bank shall have the option to place additional ATMs on either campus under the same terms and conditions as are set forth for ATMs under this Agreement. If Bank notifies University that it does not wish to place a particular additional ATM on campus, then and only then can the University contract with another financial institution to place such ATM rejected by the Bank.

5. Branch Services. Bank will operate a full-service branch in the Norris University Center. Bank will provide the University students, faculty and staff with the ability to open or close checking and savings accounts; make deposits to, withdrawals from, and transfers between such accounts; and cash checks. This space is approximately 165 square feet, and is located in the space previously occupied by another contractor. Bank will establish operating hours matching the reasonable demands of the campus community. The University and the Norris Center, grant the Bank the ability to make sensible improvements to the space. Any construction or renovation required for the performance of this Agreement will be at the expense of the Bank. The University must approve a plan for any such construction or renovation. Bank will vacate the premises at the end of this Agreement, and return the space to the conditions at the beginning of the term. Bank will be granted a "go dark" period of fifteen (15) business days at the end of this Agreement, effectively leaving the space vacant before new tenants. The Bank will provide sufficient staffing so as to manage the day-to-day services of its customers. Staffing is to be made up of full-time and part-time employees, including a manager. Bank employees will be given the opportunity to purchase campus parking permits at the customary rates. Bank may elect from time-to time in its sole discretion and at its own expense to post interior and/or exterior signage as agreed by the University. Banking Services will be as described in the Bank Proposal. Notwithstanding anything contained in this Agreement to the contrary, Bank shall have the right to engage its business operations at the Premises. Usage is governed by customary practices, and subject to any applicable governmental laws, rules and regulations. Bank shall be responsible for all taxes associated with its operation of the Norris University Center branch location or its use of any other University facilities to provide services hereunder, including but not limited to leasehold taxes as applicable under Section 9-195 of the Illinois Property Tax Code.

6. Technical Specifications.

(a) University will be responsible for WildCARD issuance and maintenance. University may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but shall do so subject to the Technical Specifications for Banking Services contained in **Exhibit D**, attached hereto and incorporated herein.

(b) It is understood that the WildCARD will include the ability to perform other electronic functions in addition to the Banking Services. Any such functions shall not

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interfere with the Banking Services functions and the specifications defined in this Agreement.

7. Lost, Stolen, and Canceled Cards. The University shall use reasonable efforts to advise Users who report a lost or stolen WildCARD to the WildCARD office to also notify the Bank directly, but is in no way responsible for a User's failure to notify Bank. Notice to the Bank should be made by the User calling 1-800-USBANKS, or by such other notification procedure as may be set forth by Bank from time to time. Both University and Bank will promptly notify the other, in a form and manner mutually acceptable to the parties, if a report of a lost or stolen card is received and shall provide to each other on a daily basis, in a form and manner mutually acceptable to the parties, a report identifying all terminated or canceled cards. Bank is not involved in any stored value function which may be attached to the WildCARDS, and Bank is not responsible to the University or any User for any losses associated with the stored-value function of the WildCARD, unless due to the act or negligence of Bank, its employees or agents.

8. Marketing.

(a) Bank will solicit new Bank accounts. Bank will prepare text acceptable to University for brochures or ATM messages relating to banking services for distribution to Users. University will acknowledge approval of text in writing. Bank will provide a significant on-campus presence (up to ten personal bankers for up to ten days) at Norris University Center during freshman orientation and class registration. Bank will continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of the Banking Services. No marketing materials may be distributed at University without University's prior review and written approval.

(b) The parties acknowledge that "WildCARD" is a trademark owned by University, therefore, any advertising, promotional material, or media containing the University name or any University mark shall first have the written approval of the University.

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

(d) Subject to University's prior written approval, Bank will customize a web site for University that will provide information on the account offerings for the University community and will allow students, faculty and staff to view and open their accounts on-line.

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9. Revenue Sharing; Fees.

(a) Bank shall pay to University amounts as described in **Exhibit F** (Revenue Sharing), attached hereto and incorporated herein.

(b) Records relating to the aggregate volume of transactions covered by this Agreement shall be maintained by Bank for a period of three (3) years from the date the record is made. Bank shall provide University or its authorized representatives, in addition to the monthly reporting requirements of **Exhibit E**, access for inspecting, examining, and auditing such records; provided, that one week's prior notice is given to Bank and the inspection, examination, or audit is conducted during Bank's normal business hours; and provided, further, that Bank shall not release any financial records relating to individual Bank customers to the University, other than customer names. The cost of such inspection, examination, or audit shall be at the sole cost of University, unless the audit uncovers an underpayment to the University of 1% or more of the annual payment. If such an underpayment is discovered, then the Bank shall bear the cost of such audit. University shall keep all information relating to Bank's operations strictly confidential.

(c) Except for the ATM located at the Huron Street Parking Garage, Bank will give a grace period of four months (through 10/31/04) before charging any non-U.S. Bank customer an ATM surcharge for a transaction conducted through a U.S. Bank ATM on University Premises. Thereafter, the surcharge for such a transaction will assessed as follows:

1. Surcharge at all ATMs with the exception of the Huron Street Parking Garage will be at \$1.50 until 8/31/2005.
2. Effective 9/1/05 the surcharge at all ATMs with the exception of the Huron Street Parking Garage surcharge will be at \$1.75 until 8/31/06.
3. Effective 9/1/2006 the surcharge at all ATMs with the exception of the Huron Street Parking Garage will be equal to the then current surcharge charged by U.S. Bank, from time to time, at its ATMs in the Chicago market minus \$.25.
4. The surcharge at the ATM located at the Huron Street Parking Garage will be equal to the then current surcharge charged by U.S. Bank, from time to time, at its ATMs in the Chicago market.
5. Notwithstanding anything contained herein to the contrary, in no event shall any surcharge be greater than the maximum amount permitted by law.

10. Cancellation.

(a) Not less than six months prior to the termination of the Agreement, both parties will meet to discuss an extension. Unless extended by mutual agreement of the parties, at the specified termination date, this Agreement shall be deemed canceled and of no further force or effect as of the date of such termination, except as to obligations accrued between the parties up to the time of such termination.

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(b) 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 shall 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 thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional fifteen (15) days written notice to the breaching party.

(c) The University and Bank agree that each User who has an account with Bank attached to the WildCARD shall be a customer of Bank and, upon any termination of this Agreement pursuant to subsection (a) or (b) above, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. University also may solicit such Users (i) during the term of this Agreement in order to sell them the full range of banking products from Bank and (ii) after the termination of this Agreement, in order to sell them any banking products offered through the University by any party. Upon any termination of this Agreement pursuant to subsection (a) or (b) above, University shall cooperate with Bank in order to de-link the User accounts from the WildCARD. Bank acknowledges that the WildCARDS and the ISO numbers used for the WildCARD accounts are and shall remain the property of the University at all times.

(d) 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.

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

(a) Bank will defend, hold harmless, and indemnify Northwestern University from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, which Northwestern may suffer or incur by reason of Bank's negligence or the willful misconduct of employees, agents or officers of Bank arising out of the performance or nonperformance of services under this Agreement.

(b) Northwestern University will defend, hold harmless, and indemnify Bank from and against liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, which Bank may suffer or incur by reason of Northwestern's negligence or the willful misconduct of employees, agents or officers of Northwestern. Bank acknowledges that Users are not by definition employees, agents or officers of the University and the University assumes no liability whatsoever for the individual acts of Users.

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12. On Campus Operations.

(a) Bank will not exhibit, sell or offer for sale, use, rent, or exchange on the premises where the ATMs and bank branch are located (collectively, the "Premises") any article, thing or services without prior written approval from the University except those ordinarily embraced within the stated use of the Premises as provided for herein; and will not make or permit any use of the Premises which is forbidden by public law, ordinance or governmental or municipal regulation or order, or which increases the premium cost of or invalidates any policy of insurance carried on any of the Premises or covering its operation. In addition to all other liabilities for breach of any provision of this section, Bank will pay University an amount equal to the total increased cost of any insurance coverage resulting from any act of neglect by Bank as referenced above and all damages sustained by University as a consequence thereof.

(b) Bank will use reasonable efforts not to permit any person to use the Premises for any use or purpose in violation of the laws of the United States, the State of Illinois or the ordinances of the City of Evanston or Chicago. During the term of this Agreement, the Premises and all improvements at any time situated thereon and every part thereof will be kept by Bank in a clean condition and in a good state of repair and Bank will comply fully with all laws and ordinances relating to regulations applicable to said Premises. Bank will hold University harmless and indemnify University at all times against the loss, damage, cost or expense incurred by University resulting from any breach of this Agreement.

(c) Bank agrees to make no alterations on the Premises unless authorized in writing by University. Bank agrees to pay for all costs of authorized alterations for the purposes of using the Premises.

(d) If for any reason Bank vacates the Branch office at any time, the Branch and all improvements, attachments and fixtures thereto shall remain the sole property of Northwestern, at no cost to Northwestern, except that Bank shall have the right to remove from the Branch premises any of its operational equipment.

(e) Bank will operate the Norris University Center branch referenced in Section 5 of this Agreement as a full-service banking facility with access to the same (if not better) products and services as Bank's other branches.

(f) Bank's exclusive *Five Star Guarantee* ensures it puts its customers' expectations first and foremost, including quality, accuracy, responsiveness, accessibility and availability. The Bank's Five Star Guarantee ensures that every teller, every loan officer, every manager and every employee is committed to responsive, respectful, prompt and helpful service.

Bank is proud to offer its customers a "Five Star Service Guarantee." Bank guarantees:

- Bank's Express Personal Bankers available 24 hours/ 7 days a week.

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- ATMs will be available and working 24 hours/ 7 days a week.
- Customers will wait no more than five minutes in any teller line.
- Same day response to all questions made before 3:00 p.m.
- Customers checking and saving statements are accurate.

If Bank fails to do any of the above, Bank will credit User's Bank account \$5.00.

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

University: Northwestern University
University Services
Attn.: Brian Peters, Director
2020 Ridge Avenue, Room 237
Evanston, IL 60208-4303

Bank: U.S. Bank
Campus Banking
Attn.: James Marshall, SVP Group Sales
5065 Wooster Rd.
Cincinnati, OH 45226

14. Miscellaneous.

(a) This Agreement and its interpretation shall be governed by the laws of the State of Illinois, excluding its choice of law rules. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

(b) The delay or failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

(c) 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.

(d) This Agreement and 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 information purposes and do not constitute a part of the Agreement.

(e) Neither party shall assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party; provided, that

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Bank shall have the right, without the 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.

(f) 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.

(g) Neither party shall 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 and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

NORTHWESTERN UNIVERSITY

Sig: 

By: Eugene Sunshine

Title: Sr VP for Business and Finance

Date: 4/1/2004

U.S. BANK

Sig: 

By: James Marshall

Title: Senior Vice President, Group Sales

Date: 4/1/2004

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Exhibit A**Select Features of Checking Accounts****Student Checking Account**

Bank offers students a competitive Student Checking account with the following benefits:

- Banking attached to the WildCARD
- No monthly maintenance fee
- No minimum balance
- Initial order of customized checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Bill Pay for the life of the account
- Unlimited FREE Bank ATM deposit and withdrawal transactions
- Four (4) FREE Non-U.S. Bank ATM withdrawals per month
- Unlimited FREE debit card POS transactions
- Interest earned on balances greater than \$2,000
- FREE Goal Savings account
- Overdraft Protection available
- 24-hour banking services via telephone or internet
- 24-hour customer service representatives via telephone or e-mail
- Ability to make FREE debit point-of-sale purchases at over 1.2 million Interlink merchants
- Ability to accept direct deposit of student financial assistance overpayments
- Ability to transact business at over 805,000 ATMs globally including the proposed Bank ATMs on the Northwestern University campus

Workplace Direct Banking—Employee Account

Bank understands that the faculty and staff members of the Northwestern University community have expanded banking needs and offers a Workplace Banking account that includes the following benefits:

- Banking attached to the WildCARD
- No minimum balance
- No monthly maintenance fee with direct deposit of payroll
- Initial order of customized checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Bill Pay for the life of the account
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Unlimited FREE debit card POS transactions
- Money Market Account with no minimum balance and no monthly maintenance fee
- Visa Check Card with Checking that Pays®, a unique debit card that pays cash back on all purchases
- Up to 1% off installment loan rates with AutoPay

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- 10% off home loan origination fees up to \$150
- FREE personal financial consultants
- 10% discount on commissions for broker-assisted stock options and no-load mutual fund transactions
- Continuous 50% discount on any size safe deposit box
- ¼% bonus interest rate on certificates of deposit for a one year term or longer
- No fee U.S. currency Travelers' Cheques
- No closing costs on home equity loans
- 2,500 bonus World Perks miles with a World Perks credit card
- Overdraft protection
- 24-hour banking services via telephone or internet
- 24-hour customer service representatives via telephone

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Exhibit B**ATM Placement Agreement**

The following is an agreement dated as of April 1, 2004 between **U.S. BANK NATIONAL ASSOCIATION ("Bank")** and **NORTHWESTERN UNIVERSITY ("University")**.

1. Bank will install ten (10) Automated Teller Machines ("ATMs") at the University on the University's campuses in Evanston, Illinois and Chicago, Illinois between June 20 and July 1, 2004 in locations mutually satisfactory to both parties. All ten (10) ATMs will pull data from the WildCARD via swipe readers, effectively nullifying the potential for "capturing" any un-readable card. University will supply power for the ATMs. If Bank requires site preparation or aesthetic changes to the ATMs, then Bank will pay for such changes upon prior written approval of University.
2. Bank will provide University with placement information such as power, communication, and service requirements.
3. Bank and University will mutually decide the exact location of the ATMs, at sites that must have access during normal business hours.
4. University will use reasonable efforts to inform its employees and students of the exact location of the ATMs.
5. Bank will, in a timely manner, provide all necessary servicing, maintenance, and settlement for the ATMs. University will provide access to the ATMs for Bank staff and third-party vendors for the purposes of cash loading, maintenance, and settlement.
6. Bank shall provide evidence, in the form of a certificate of insurance from an insurance carrier acceptable to Northwestern University, of insurance in effect for comprehensive general liability covering bodily injury (including death), personal injury, and property damage in an amount of not less than \$3.0 million per each occurrence. Such coverage shall include Northwestern University as an additional insured. The coverage shall be primary to any other coverage that may apply on behalf of the University and be so stated in the aforementioned certificate.
7. During the term of this Agreement, Bank shall have the right of first refusal with respect to each request by University for an additional ATM on the Evanston or Chicago campus. University shall notify Bank if it determines that additional ATMs are needed on either campus. Bank shall have the option to place additional ATMs on campus under the same terms and conditions as are set forth for ATMs under this Agreement. If Bank notifies University that it does not wish to place one or more of the additional ATMs on campus as requested by the University, then the University

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may contract with another financial institution to place such ATMs which Bank has rejected.

- 8. This Agreement will be for a term concurrent with that of the WildCARD and Banking Services Agreement between the University and the Bank.
- 9. Bank reserves the right to remove the ATMs as the result of any legal or regulatory developments, Bank is required to remove the ATMs. If possible, Bank will provide University with 180 days notice prior to such removal.
- 10. If this Agreement is cancelled or not renewed at the end of the term, Bank will use reasonable good faith efforts in working with the University and any new ATM provider in an effort to insure that there is no break in ATM service at the University. In order to assist in the accomplishment of this goal, Bank will leave its ATMs in place at the University for up to 90 days after the termination of this Agreement or until the new ATMs are ready to be installed, whichever shall occur first.

NORTHWESTERN UNIVERSITY

Sig: 

By: Eugene Sunshine

Title: Sr VP for Business and Finance

Date: 4/1/2004

U.S. BANK NATIONAL ASSOCIATION

Sig: 

By: James Marshall

Title: Senior Vice President, Group Sales

Date: 4/1/2004

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Exhibit C

Location of ATMs on University Campus

Evanston

Norris University Center, 1999 Campus Drive – 3 ATMs (2 full featured; 1 cash dispensing units)

626 University Place – 1 full featured ATM

Henry Crown Sports Pavilion/Norris Aquatics Center, 2311 N. Campus Drive – 1 cash dispensing ATM

Technological Institute, 2145 Sheridan Road – 1 full featured ATM

Arthur Andersen Hall, 2003 Sheridan Road – 1 cash dispensing ATM

Chicago

Abbott Hall, 710 N. Lake Shore Drive – 1 full-featured ATM

Searle Medical Research Building, 320 E. Superior Street – 1 cash dispensing ATM

Huron Street Parking Garage, Huron Street – 1 cash dispensing ATM

Exhibit D

Technical Specifications

1. University will assign 16-digit card number as follows:
 - (a) First six numbers – University owned BIN: 601497
 - (b) University will assign next 10 numbers, with the last digit being the MOD check ID number.
2. The account number and expiration date of the WildCARD shall be printed on the face of the Card. No card shall be valid for a period greater than six (6) years from the date of issuance.
3. No two card numbers shall be the same.
4. In the event of a lost or stolen WildCARD, University will issue a new card with a new number.
5. Bank will provide University with the required layout for tracks 1 and 2. These tracks will be encoded by the University or its contractor on all WildCARDS.
6. University shall report known cases of fraud, lost or stolen cards in a form and manner acceptable to Bank.
7. The card may be required to display banking network identifiers. The card must display the U.S. Bank branding logo. These may be on the back of the card in an area that is currently blank.

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Exhibit E**Reporting Requirements**

The Bank will provide sample reports that reflect the activities that pertain to the banking services provided under this agreement. Final reports will be agreed upon after review and distributed to the University on a quarterly basis, or as deemed and agreed upon as necessary. Reports will contain information on:

- A. The number of account holders with active WildCARD/Bank accounts by account type and by month.
- B. The average monthly balance of student and workplace accounts.
- C. The number of total ATM transactions by ATM machine for the month, broken down by U.S. Bank account transactions and non-U.S. Bank account transactions.
- D. The number of deposit transactions made at full-featured ATMs for the month.
- E. A summary of branch transaction volumes, at an activity level, that can be automatically generated.
- F. A list of all merchants in the area that accept the WildCARD as a form of payment.

PH 847-491-8420
Fax 847-491-3849
b-peters2@northwestern.edu

Bank: U.S. Bank National Association
9633 Lyndale Avenue South
Bloomington, MN 55420
Attn: Daniel Hoke
Daniel.Hoke@usbank.com

With a Copy to:
U.S. Bank National Association
4480 Emerald Ave.
Cincinnati, OH 45242
Attn: Marsha Lane

With a copy to: U.S. Bank National Association
Attn: Corporate Real Estate Counsel
800 Nicollet Mall, BC-MN-H21R
Minneapolis, MN 55402

- 5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.
- 6. Ratification. All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.

{Remainder of page intentionally left blank Signature page follows }

WHEREFORE, University and Bank have executed this Amendment as of the date first above written.

~~NORTHWESTERN~~ UNIVERSITY:



By: L. E. Williams
Print Name: L. E. Williams
Title: Senior Vice President for Business & Finance

U.S. BANKNATIONAL ASSOCIATION:

Print Name: _____
Title: _____

By: 
Print Name: NEIL DAVIS
Title: CORPORATE COUNSEL - VP

SECOND AMENDMENT TO WILDCARD AND BANKING SERVICES AGREEMENT

THIS SECOND AMENDMENT TO WILDCARD AND BANKING SERVICES AGREEMENT (the "Amendment") is made as of October ___, 2012, between Northwestern University ("University") and U.S. Bank National Association, a national banking association ("Bank").

- A. Pursuant to the Wildcard and Banking Services Agreement dated as of April 1, 2004, along with the incorporated ATM Placement Agreement and the First Amendment dated October 28, 2009, Bank agreed to provide banking services, automated teller machine services, and a branch office on the University campus, as more particularly described in the Agreement.
- B. Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.
- C. University and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank agree as follows:

1. **Term.** The Term shall be extended for a period of five (5) years, commencing on July 1, 2015, and terminating on June 30, 2020 (the "Extension Term").
2. **Revenue Sharing Fees.** The royalties paid to the University during the Extension Term shall increase annually to match the annual increase in CPI, commencing on July 1, 2015. In addition, the Bank agrees to pay the University an additional rent of \$3,500 per month beginning December 1, 2012, when the Bank takes control of the ground level space in the Norris University Center currently occupied by another contractor. The addition rent shall be subject to annual increases in an amount equal to the increase in the CPI over the previous year, commencing on December 1, 2013.
3. **Branch Services.** On December 1, 2012, University shall deliver to Bank, in its current "as is" condition free of any furniture, fixtures, equipment, and debris from the previous tenant and with all building standard services and utilities, and ready for Bank to immediately begin construction, the approximately 732 square feet of space currently occupied by FedEx on the ground level of the Norris University Center, commonly referred to as Suite/Room C-270. Bank shall then diligently undertake construction of a new On-Site Branch as shown on the attached Exhibit A. Bank shall be allowed to continue to operate in its current location until completion of the new On-Site Branch. Any construction or renovation required for the space to operate as the new branch will be at the

expense of the Bank. The University must approve a plan for any such construction or renovation. Bank will hire a contractor and manage the project. Contractor must work with University's facilities management and Information Technology representatives during this process as well as representatives from Norris University Center. Upon completion and move, the space currently occupied by the bank branch will be returned to the University.


All other terms and conditions remain unchanged.

This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.

All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.

WHEREFORE, University and Bank have executed this Amendment as of the date first above written.

Northwestern University

By: 
Print Name: Eugene S. Sunshine
Title: Senior Vice President for Business & Finance

U.S. Bank National Association:

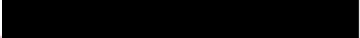

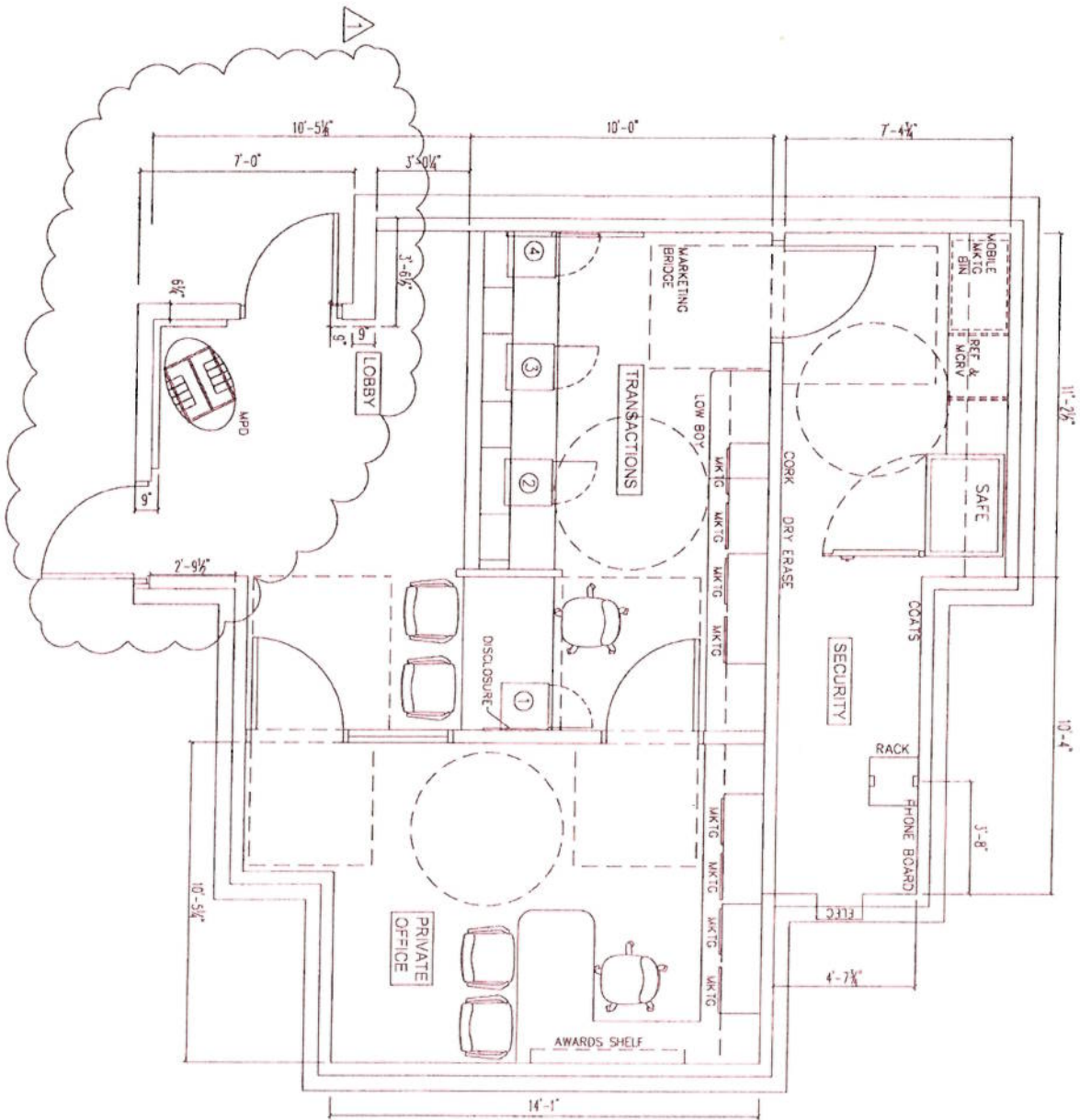
By: 
Print Name: Dan Hoke
Title: S.U.P. Division Manager
By: 
Print Name: NEIL DAVIS
Title: CORP. COUNSEL - V.P.

Exhibit A

On-Site Branch



APPROVED BY:

DATE:

nchs
 80 Monroe Ave.
 Suite 250
 Memphis, TN 38103

US Bank
 Northwestern University
 Schematic 3

3/16" = 1'-0"

REVISIONS	#	REVISIONS	#
3/25/11	05		

ARCHITECT/ENGINEER STAMP

DRAWN BY:
 SGG

9-18-12

SHEET NO
 3

THIRD AMENDMENT TO THE WILDCARD AND BANKING SERVICES AGREEMENT

This Third amendment to the Wildcard and Banking Services Agreement (this “Amendment”), is made as of September 29, 2016 (“Effective Date”) by and between U.S. Bank National Association (“Bank”) and Northwestern University (“University”) and is incorporated into the Agreement by reference.

Pursuant to the Agreement dated as of April 1, 2004, along with the incorporated ATM placement Agreement and the First Amendment dated October 28, 2009 and the Second Amendment, dated October 2012, (collectively, the “Agreement”). Bank agreed, as described in more detail in the Agreement, to provide an on campus branch office, banking services on campus ID cards, and ATM teller machine services, to the University that may be accessed by and through an identification card.

Pursuant to the Department of Education’s release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations (“new rule”), University seeks Bank’s help to comply with the new rule and make this Amendment part of the Agreement reflecting the necessary contractual changes required by the new rule. The parties agree that the provisions of this Amendment are to supersede any conflicting terms in the Agreement or any amendment thereto.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the payments provided for in this Amendment, and other good and valuable consideration, the parties agree as follows:

BANKING SERVICES

ID Card Selection and Activation. Users will have the option of selecting the standard ID card without banking services (dormant ATM card) or the standard ID card with banking services. All students with open Bank checking accounts are able to activate the ATM/PIN based POS functionality on the standard ID card, for no additional fee.

Account Features. Bank will offer a checking account product with Student and workplace benefits. All account features, services and fees will be disclosed through a website URL to the University and to students prior to opening any such product. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge fees for opening a student checking account, or allow the ID card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on University’s campus will be free of transaction charges, including balance inquiry to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked ID card throughout the term of this Agreement and any renewal periods. Additional enhancements to banking services will be subject to further agreement of both parties.

Summary of Changes	New Rule Reference	Proposed Third Amendment Content
No fee for: account opening, POS transactions, and balance inquiry on surcharge-free network ATM; surcharge-free/ similar ATM network (T1/T2)	Tier 2 - § 668.164(f)(4)(vi)	See Below “Opening Student Bank Account”
Bank will not open an account opened before Student consents & informed of Terms and Conditions (T2)	§§ 668.164(e)(2)(ii), (f)(4)(ii)	See Above “Northwestern Student (“Student”) Bank Accounts”
Bank will not convert any card to credit instrument (T2);	§§ 668.164(e)(2)(v), (f)(4)(vii)	See Above “Northwestern Student (“Student”) Bank Accounts”

Data Sharing Restrictions

- This Agreement does not contemplate sharing confidential customer information by the parties. 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.

Reporting.

Within 50 days following completions of an award year (July 1 - June 30), Bank will disclose to the University, for purposes of the University disclosing on its website:

- The total consideration, monetary and non-monetary, paid to Northwestern under the terms of the Agreement, to include royalties and cardstock
- The number of students with accounts for any portion of the award year under this Agreement, including the mean and median of the actual costs incurred by student account holders.

ADDITIONAL TERMINATION RIGHTS. Termination rights provided for under this Amendment apply only to the Wildcard and Banking Services ID Card program and do not give any further termination rights whatsoever to University in connection with the On-Site Bank License/ Lease Agreement, the ATM Placement Agreement or any other ancillary agreements, exhibits, or addenda.

Complaints. University will complete and share with Bank, at least biennially, but at the University's option, each year, a due diligence review of student complaints associated with Bank's accounts provided in connection with this Agreement. After joint review, the University may terminate this Agreement upon 90 days' notice to Bank if University determines that the number of complaints is excessive or the quality of the complaints indicates that the Bank is not complying with the Agreement.

Fees. The University will complete and share with Bank 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 students under this Agreement are not consistent with or are above the prevailing market rates for the banking services.

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 making 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.

Notice address for U.S. Bank.

U.S. Bank National Association
Campus Banking
Attn: Vincent Roos, Vice President
6940 Mission Road/ SL-KS 9255
Prairie Village, KS 66208

Notice address for Northwestern University:

Northwestern University
Treasury Operations
Attn: Richard Emrich, Director
619 Clark Street, Room 109
Evanston, Illinois 60208

Original Agreement Ratified and Affirmed

U.S. Bank and University intend to be legally bound by the Agreement and Amendment both of which are ratified and affirmed in all respects.

Agreed as of the date first written above:

U.S. Bank National Association

By: _____

Its: _____

Date: _____

Northwestern University

By: _____

Its: _____

Date: _____

[Handwritten signature]
SVP, Regional Mgr., On-Site Backing
September 29, 2016

FOURTH AMENDMENT TO WILDCARD AND BANKING SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO WILDCARD AND BANKING SERVICES AGREEMENT (the "Amendment") is made as of May 18, 2020, between Northwestern University ("University") and U.S. Bank National Association, a national banking association ("Bank").

- A. Pursuant to the Wildcard and Banking Services Agreement dated as of April 1, 2004, along with the incorporated ATM Placement Agreement, the First Amendment dated October 28, 2009, Second Amendment to Wildcard and Banking Services Agreement dated October __, 2012, and Third Amendment to Wildcard and Banking Services Agreement (collectively, the "Agreement"), Bank agreed to provide banking services, automated teller machine services, and a branch office on the University campus, as more particularly described in the Agreement.
- B. University and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank agree as follows:

1. **Term.** The Term shall be extended for a period of one (1) year, commencing on July 1, 2020, and terminating on June 30, 2021 (the "Fourth Amendment Extension Term").
2. **Fees.**
 - a. During the Fourth Amendment Extension Term, Bank shall pay \$3,833.33 per month in rent for the branch office.
 - b. Bank previously made a royalty payment on December 31, 2019, which represented revenue sharing for the period from July 1, 2019, through June 30, 2020. Effective as of July 1, 2020, Section 9(a) and Exhibit F shall hereby be deleted in its entirety, and Bank shall make a "Card Operations Payment" to the University in the amount of \$201,500.00 on or before December 31, 2020, which shall be for the period from July 1, 2020, through June 30, 2021.
3. **Performance.** In the event the Northwestern University campus remains closed to students due to the COVID-19 pandemic on October 1, 2020, then (a) the date upon which the Card Operations Payment as set forth in Section 2 above (and prorated as set forth later in this section) is payable shall be deferred until the later of (i) December 31, 2020; or (ii) such date when the campus reopens, and students return, and (b) Bank's obligation to pay rent shall be waived for each month until such date when the campus opens and students return (with respect to the month when the campus opens and students return, the portion of rent payable by Bank shall be prorated for the portion of such month after which students return).

The prorated amount of the Card Operations Payment per month shall be deemed to be \$16,791.67. The Card Operations Payment shall be reduced by \$16,791.67 for each month during the period the campus is closed to students due to the COVID-19 pandemic during the period from October 1, 2020, through June 30, 2021 (for example, if the campus is closed to students due to the COVID-19 pandemic until January 1, 2021, the Card Operations Payment shall be reduced by \$50,375.01). With respect to the month when the campus opens and students return, the portion of the Card Operations Payment payable by Bank with respect to such month shall be prorated for the portion of such month after which students return. In the event the campus remains closed to students due to the COVID-19 pandemic on December 31, 2020, Bank shall not be obligated to make the prorated Card Operations Payment until within thirty (30) days of such reopening.

4. **Authority.** University and Bank each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
5. **No Existing Defaults.** University and Bank represent that there are currently no defaults by either party under the Agreement.
6. **Confidentiality.** University acknowledges that Bank is a federally regulated financial institution that must comply with the safeguards for customer information contained in the Gramm-Leach-Bliley Act and regulations promulgated pursuant to the Gramm-Leach-Bliley Act. Bank agrees to take reasonable measures to protect its confidential and proprietary information, including but not limited to Bank's customer, commercial or technical information (collectively, "Confidential Information"). In certain situations set forth in this Agreement, University may have access to the Premises and, therefore, to Bank's Confidential Information. University hereby agrees that it shall not reproduce or disclose any of Bank's Confidential Information to any third party nor may it remove any such Confidential Information from the Premises; provided, however, that Bank's Confidential Information may be disclosed by the University to the extent such Confidential Information presently is or hereafter becomes (i) publicly available other than as a result of a breach of this Section 6 or (ii) available to the University or any of its directors, officers, employees, agents, trustees, representatives, attorneys, accountants and advisors, as the case may be, from a source not known by them to be subject to disclosure restrictions. Notwithstanding anything to the contrary in this Agreement, upon expiration of this Agreement, if any Confidential Information remains on the Premises, University shall either return the same to Bank or destroy it. If University or any of its representatives or agents breaches the covenants set forth in this paragraph, irreparable injury may result to Bank or such third parties entrusting Confidential Information to Bank. Therefore, Bank's remedies at law may be inadequate and Bank shall be entitled to seek an injunction to restrain any continuing breach. If University or any of its agents knows or reasonably believes that any Confidential Information in University's control has been stolen, disclosed, lost, or is unaccounted for (collectively, a "Disclosure"),

University must immediately notify Bank and take commercially reasonable measures to assist Bank in determining the extent of the Disclosure.

7. **Notices.** The notice provision in Section 13 of the Agreement is hereby amended to updated new addresses as follows:

To University: Northwestern University
 Attn: Director of Treasury
 619 Clark Street
 Evanston, IL 60208

To Bank: U.S. Bank National Association
 Attn: Campus Banking, Vincent Roos
 6940 Mission Road, SL-KS-9255
 Prairie Village, KS 66208

 U.S. Bank National Association
 Attn: Corporate Real Estate
 800 Nicollet Mall, BC-MN-H15F
 Minneapolis, MN 55402

With a copy to: U.S. Bank National Association
 Attn: Corporate Real Estate Counsel
 800 Nicollet Mall, BC-MN-H21R
 Minneapolis, MN 55402

8. **Counterparts.** This Amendment may be executed in two or more identical counterparts and delivered by facsimile or by .pdf or other comparable electronic format, with the same force and effect as if all required signatures were contained in a single, original instrument.
9. **Ratification; Entire Agreement.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed. The entire agreement of the parties is set forth in this Amendment, together with Agreement, and no other understanding or document with shall be valid or enforceable.
10. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.


[signature page follows]

WHEREFORE, University and Bank have executed this Amendment as of the date first above written.

Northwestern University:

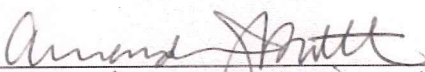
By: _____
Print Name: _____
Title: _____

U.S. Bank National Association:

By:  _____
Print Name: Malik Cavallo _____
Title: VP _____

WHEREFORE, University and Bank have executed this Amendment as of the date first above written.

Northwestern University:

By: 
Print Name: Amanda J. Distel
Title: Sr. AVP Finance & Treasurer

U.S. Bank National Association:

By: _____
Print Name: _____
Title: _____

FIFTH AMENDMENT TO WILDCARD AND BANKING SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO WILDCARD AND BANKING SERVICES AGREEMENT (the "Amendment") is made as of August 17, 2020 (the "Effective Date"), between Northwestern University ("University") and U.S. Bank National Association, a national banking association ("Bank").

- A. Pursuant to the Wilcard and Banking Services Agreement dated as of April 1, 2004, along with the incorporated ATM Placement Agreement, the First Amendment dated October 28, 2009, Second Amendment to Wilcard and Banking Services Agreement dated October __, 2012, Third Amendment to Wilcard and Banking Services Agreement dated _____, and Fourth Amendment to Wilcard and Banking Services Agreement dated May 18, 2020 (collectively, the "Agreement"), Bank agreed to provide banking services, automated teller machine services, and a branch office on the University campus, as more particularly described in the Agreement.
- B. Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.
- C. University and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank agree as follows:

1. Automated Teller Machines. As of the Effective Date, Exhibit C to the Agreement shall be modified to reflect that the ATM locations are as set forth below:

Northwestern University		
Location Name	City	ATM Model
Shepard Hall Kiosk	Evanston	Thru the wall full function walk up
Technology Center	Evanston	Free standing full function
Norris Center Food Court	Evanston	Free standing full function
Henry Crown Pavillion	Evanston	Free standing cash dispenser
Kellog Global Hub	Evanston	Free standing cash dispenser
Abbott Hall	Chicago	Free standing full function
Searle Medical Research	Chicago	Free standing cash dispenser
Huron Parking Garage	Chicago	Free standing cash dispenser
Levy Meyer	Chicago	Free standing cash dispenser


University and Bank agree that they shall have until September 1, 2020, to negotiate in good faith the removal of two (2) additional ATMs from the list above. If the parties are unable to agree by September 1, 2020, Bank shall thereafter be allowed to unilaterally

remove the Kellogg Global Hub and Levy Meyer ATMs upon written notice to University.


2. **Authority.** University and Bank each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
3. **No Existing Defaults.** University and Bank represent that there are currently no defaults by either party under the Agreement.
4. **Counterparts.** This Amendment may be executed in two or more identical counterparts and delivered by facsimile or by .pdf or other comparable electronic format, with the same force and effect as if all required signatures were contained in a single, original instrument.
5. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.
6. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.

WHEREFORE, University and Bank have executed this Amendment as of the date first above written.

Northwestern University:

By: 
Print Name: AMANDA J. DISTEL
Title: Assoc VP for Finance - Treasurer

U.S. Bank National Association:

By: 
Print Name: TODD E OLSON
Title: Senior Vice President