

**UNIVERSITY OF SAN DIEGO
ID CARD AND BANKING SERVICES AGREEMENT**

This University of San Diego ID Card and Banking Services Agreement ("Agreement") is entered by and between the University of San Diego ("University") and U.S. Bank National Association ("Bank") with an effective date of **July 1, 2019**.

Recitals

- A. University issues to students, staff and faculty ("Users") a multifunctional identification and service card known as the ID Card ("ID Card"); and
- B. University desires to include Banking Services as a part of the function of ID Card; and
- C. Bank is in the business of offering financial services including, but not limited to, Banking Services; and
- D. University and Bank wish to provide services to Users in accordance with this Agreement.

Accordingly the parties agree as follows:

1. Banking Services. Bank will, during the term of this Agreement, be the preferred provider of Banking Services that may be accessed by Users through ID Card. "Banking Services" means certain financial products linked to the ID Card, including checking accounts and automated teller machine ("ATM") services, as described in this Agreement.

1.1 Transactions.

1.1.1 Standard ID Card. Bank will provide a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of the University. The checking account may be accessed through ID Card and will permit PIN-based point of sale debit ("POS") and automated teller machine ("ATM") transactions through the standard ID Card.

1.1.2 ID Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services (a 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.

1.2 Other Financial Services Available. Bank will promote checking accounts with student and workplace benefits for use with ID Card, but qualified Users may select any of the accounts offered by Bank.

1.3 Account Features. Bank will offer a checking account product with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time. Bank will never charge additional fees for opening a student checking account, and will not allow the ID 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 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.

1.4 Eligibility. Eligibility for ID Cards will be at the sole discretion of University, but a User's eligibility for Banking Services will be at the sole discretion of Bank.

1.5 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

2. Automated Teller Machines. University and Bank anticipate placing **three** ATMs on the University's campus. The number, operation, and placement of ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and University. This Agreement is contingent on execution of a mutually agreeable ATM Placement Agreement. In the event an ATM Placement Agreement is not executed within 30 days of this Agreement, or in the event ATM Contract is terminated, Bank has the right to terminate this Agreement upon 10 days' advance written notice to University.

3. Technical Specifications. University and Bank agree to the following terms related to the technical specifications and functionality required of ID Cards.

3.1 ID Card Issuance and Maintenance. University will be responsible for ID Card issuance and maintenance. University may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but will do so subject to the Technical Specifications for Banking Services contained in EXHIBIT A ("Technical Specifications") of this Agreement.

3.2 Other Functionality. It is understood that ID Card may include the ability to perform other electronic functions in addition to Banking Services. University will be responsible for ensuring that any such functions will not interfere with Banking Services functions and the specifications defined in this Agreement. The functionality of the Banking Services will be verified by Bank through testing of ID Card to ensure ID Card functions properly.

4. Lost, Stolen, and Canceled Cards. University will use reasonable efforts to advise Users who report a lost or stolen ID Card to ID Card office to also notify Bank directly. University is in no way responsible for a User's failure to notify Bank of a lost or stolen ID Card. Notice to 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. Bank is not involved in any stored value function which may be attached to ID Cards, and Bank is not responsible to University or any User for any losses associated with the stored-value function of ID Card, unless due to the act or negligence of Bank, its employees or agents.

5. Marketing.

5.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare text acceptable to University for miscellaneous marketing materials relating to Banking Services for distribution 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 Services. No marketing materials may be distributed at the University without University's prior review and written approval.

5.2 Events. University will provide Bank with preferred 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 including Start of Semester, Book Buy-Back and Banker in the House
- Carding Events

- Financial Wellness Seminars
- New Employee Orientations

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

- Distribution of Letters and Account Applications prior to the event
- Tables in high traffic areas
- Presentations to Students and/or Parents

5.3 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. 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.

5.4 Promotional Information. University will facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank. Neither University nor Bank will share any User information as part of this Agreement.

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

6. Card Operations Payment.

6.1 Card Operations Payment. Bank will pay to University \$55,000 per year (a "Card Operations Payment"). The annual Card Operations Payments will be made prior to **October 31st** of each year during the Term of the Agreement.

6.2 Release of Information. Bank will not be required to provide any financial records or information relating to individual Bank customers to University, nor will University be required to provide any student information records to Bank, for purposes of calculating Card Operations Payments.

7. Term and Termination. This Agreement will remain in effect for an initial term of five years, beginning on the effective date of this Agreement ("Term"). After completion of the initial Term, the parties will have the option to extend this Agreement by mutual written consent for two subsequent five-year terms each a ("Renewal Term"). Bank will notify University in writing at least 30 days prior to the end of a Term or Renewal Term if it elects to exercise its renewal option. Either party may send written notification of termination. Such termination must be received 30 days prior to the end of the Term. In absence of any such notice, this Agreement will continue to remain in effect.

7.1 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 30 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 7.2 regarding immediate termination for cause.

7.2 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.

7.3 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.

7.4 Termination for Complaints or Fees.

7.4.1 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.

7.4.2 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 students under this Agreement are not consistent with or are above the prevailing market rates for the Banking Services.

7.5 Termination; Effect on Users. University and Bank agree that each User who has a checking account with Bank attached to an ID 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 in order to sell them the full range of banking products during the term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through University by any party. Upon any termination of this Agreement pursuant to this section, University will cooperate with Bank in order to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and will remain the property of University at all times.

7.6 Survival. The rights and responsibilities of each party as embodied in Section 5 ("Marketing") regarding the use of marks and other intellectual property, Section 6 ("Card Operations Payment") relating to outstanding amounts due, Section 9 ("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.

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

8.1 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.

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

8.3 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.

8.4 No Other Agreements. University represents and warrants that neither it, nor any of its affiliates, currently have, and will not enter into, any future relationships or agreements with other financial services companies, issuers of debit cards, or provider of services covered under this Agreement, other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered into by Bank for the Term of this Agreement. This includes, but is not limited to, banking accounts, issuing of debit cards or their functional equivalents, allowing any type of accounts or debit card products that bear or are associated with the University's name or protected marks, student refunds, and payroll disbursement products that solicit student checking accounts and /or provide connectivity to the University ID Card.

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

9.1 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 gross 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 notice to Bank of the events leading to the claim as soon as they are known to University and University will allow Bank to control the defense of such claims in return for Bank's indemnification.

9.2 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. 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.

10. License. Both University and Bank may, at their sole cost and expense, advertise the existence and location of ID Card and ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. University or Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting ATMs and the ID Card pursuant to this Agreement. Nothing herein 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. 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 its trademark logo on Bank-issued checks and check cards in connection with this Agreement, and such consent survives the termination of this Agreement and Users' affiliation with University.

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: University of San Diego
Auxiliary Services
Andre Mallie
AVP of Auxiliary Services
5998 Alcalá Park
Hahn University Center
San Diego, CA 92110-2492

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

12. Miscellaneous.

12.1 Choice of Law. This Agreement and its interpretation will be governed by the laws of the state of California. 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 California.

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; Amendment. 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, 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.

UNIVERSITY OF SAN DIEGO

Sign: 
By: ANORE MALLE
Title: AUP. AUX SERVICES
Date: 10.23.2018

U.S. BANK NATIONAL ASSOCIATION

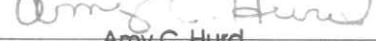
Sign: 
By: Amy C. Hurd
Title: EVP, In-Store/On-Site Division
Date: _____

Exhibit A

**Technical Specifications for Standard ID Card
(ATM/PIN-based Point of Sale Functionality)**

1. University will assign 16-digit card number as follows:
 - (a) First six numbers – University owned IIN: 606457
 - (b) University will assign next 10 numbers, with the last digit being the MOD-10 check digit.
2. The 16-digit card number must appear on the front of ID Card.
3. No two card numbers will be the same.
4. In the event of a lost or stolen ID Card, University will issue a new card with a new number.
5. Bank will provide University with the required layout and specifications for track 2. University or its contractor will encode this track on all ID Cards in compliance with the specifications provided to University in the “Track 2 Layout” document.
6. University will timely report known cases of fraud, lost or stolen cards in a form and manner acceptable to Bank.
7. The card must display the following text which may be printed on the back of the card:

U.S. Bank Customers: For 24-hour customer service or to report a lost or stolen ID card, call 1-800-US BANKS (872-2657).
8. The card must display the U.S. Bank branding logo. This may be printed on the back of the card.