NORTHERN KENTUCKY UNIVERSITY
ALL-CARD AND BANKING SERVICES AGREEMENT

1. Parties; Terms of Agreement. This All-Card and Banking Services Agreement ("Agreement") is executed and entered into between NORTHERN KENTUCKY UNIVERSITY, Highland Heights, KY ("University") and U.S. BANK NATIONAL ASSOCIATION, ("Bank") (collectively, "the Parties") on June 1, 2004, for an initial term commencing July 1, 2004 and ending June 30, 2009 ("Term"). After completion of the Term, the parties may renew the Agreement every two years for up to six additional 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 All-Card ("All-Card"). University desires to include Banking Services as a part of the function of the All-Card 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 All-Card and automated teller machine services. In addition, University desires to offer ACH (direct deposit) services exclusively to U.S. Bank/All Card customers as a vehicle to access funds from student loan refunds.

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 All-Card. 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 All-Card 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 All-Card, 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. All changes shall be approved by the University. Additionally, all Bank ATM's on the Northern Kentucky 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 All-Card, throughout the Term of this Agreement and any renewal periods. Eligibility for All-Cards 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 one (1) additional ATM on the University's campus at a mutually agreeable location. The ATM Placement Agreement between Bank and University contained in a separate document shall govern the operation of this ATM.
5. Branch Services. To better serve the campus community and compliment the All-Card relationship, U.S. Bank shall have the opportunity to present a proposal to operate a state-of-the-art Branch facility on the University campus. The Branch would provide convenience and specialized services to the students and staff including our exclusive “Student Banking” and “Workplace Banking” package of services. Bank would 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.


(a) University will be responsible for All-Card 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 B, attached hereto and incorporated herein.

(b) It is understood that the All-Card will include the ability to perform other electronic functions in addition to the Banking Services. Any such functions shall not 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 All-Card to the All-Card 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. Bank is not involved in any stored value function which may be attached to the All-Cards, and Bank is not responsible to the University or any User for any losses associated with the stored-value function of the All-Card, 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 exclusive on-campus presence during all relevant events to advance the opening of new Bank accounts. 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) Subject to University’s prior written approval, Bank may display informational and directional signage on 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.

9. Revenue Sharing; Fees.

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

(b) Bank shall not release any financial records relating to individual Bank customers to the University, other than customer names.

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.

(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 ninety (90) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ninety (90) 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 All-Card 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 All-Card. Bank acknowledges that the All-Cards and the ISO numbers used for the All-Card 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 Northern Kentucky University from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, which Northern Kentucky University 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) To the extent allowable by law, Northern Kentucky University will defend, hold harmless, and indemnify Bank from and against liabilities, losses, damages, costs, and expenses, which Bank may suffer or incur by reason of Northern Kentucky’s negligence or the willful misconduct of employees, agents or officers of Northern Kentucky. 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.

12. 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: Northern Kentucky University
Keith Stewart – Director of Purchasing
Lucas Administrative Center 621
Nunn Drive
Highland Heights, Kentucky 41099

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

(a) This Agreement and its interpretation shall be governed by the laws of the Commonwealth of Kentucky. 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 Commonwealth of Kentucky.

(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. Attachments shall include the University's RFP #NS-5-04, and U. S. Bank's proposal submitted September 4, 2003.

(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 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.

(h) In lieu of a performance bond, U.S. Bank offers our asset size of $192 Billion to act as guarantee for this contract.
Select Features of Checking Accounts

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

- Banking attached to the All-Card
- Visa Check Card with Checking that Pays
- 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 aid refunds
- Ability to transact business at over 805,000 ATMs globally including the proposed Bank ATMs on the Northern Kentucky University campus

Workplace Direct Banking—Employee Account
Bank understands that the faculty and staff members of the Northern Kentucky University community have expanded banking needs and offers a Workplace Banking account that includes the following benefits:

- Banking attached to the All-Card
- 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
• 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
• ¾% 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 at no charge.
• 24-hour customer service representatives via telephone
Exhibit B

Technical Specifications

1. University will assign 16-digit card number as follows:
   (a) First six numbers – University owned IIN: 601267
   (b) University will assign next 10 numbers, with the last digit being the MOD check ID number.

2. No two card numbers shall be the same.

3. In the event of a lost or stolen All-Card, University will issue a new card with a new number.

4. 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 All-Cards.

5. University shall report known cases of fraud, lost or stolen cards in a form and manner acceptable to Bank.

6. The card must display appropriate 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.
Exhibit C

Revenue Sharing

During the life of the card program contract U.S. Bank will dedicate “soft dollars” (monies spent by us toward the increased performance of the card program and a higher payout percentage). The sum of our “soft dollars” is approximately $18,000 per year.

<table>
<thead>
<tr>
<th>Marketing</th>
<th>$10,000 per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Bank Staff – Carding</td>
<td>$2,000 per year</td>
</tr>
<tr>
<td>Special event coordination</td>
<td>$2,000 per year</td>
</tr>
<tr>
<td>Ongoing consultative advice</td>
<td>$2,000 per year</td>
</tr>
<tr>
<td>U.S. Bank Publicity and News Print</td>
<td>$1,000 per year</td>
</tr>
<tr>
<td>Website Link Development</td>
<td>$1,000 per year</td>
</tr>
</tbody>
</table>

1. Bank will pay a $20,000 signing bonus on August 1, 2004.
2. Bank will pay a royalty schedule based on % of net student participation in the program (See Table 1 immediately following). Minimum guaranteed royalty is $10,000 per year. Participation royalty will be paid within 30 days of the anniversary date of the first All-Card issuance with the Banking partnership.
3. Bank will pay for all card stock and ribbon expenses, up to $1.00 per card for all University students, faculty and staff to receive a new All-Card with the Bank partnership.

Years 2 through completion, Bank will pay Northern Kentucky University an annual royalty per active account % of net participation beginning in 2005. By measuring the success of the relationship on an annual basis, this model allows a full cycle of students, faculty, and staff to participate thus reflecting a larger penetration for the University.

<table>
<thead>
<tr>
<th>Participation</th>
<th>Anniversary Payout</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15%</td>
<td>$10,000 lump sum payment</td>
</tr>
<tr>
<td>16-25%</td>
<td>$15,000 lump sum payment</td>
</tr>
<tr>
<td>26-35%</td>
<td>$25,000 lump sum payment</td>
</tr>
<tr>
<td>36-45%</td>
<td>$35,000 lump sum payment</td>
</tr>
<tr>
<td>46-55%</td>
<td>$50,000 lump sum payment</td>
</tr>
<tr>
<td>56-65%</td>
<td>$60,000 lump sum payment</td>
</tr>
<tr>
<td>over 66%</td>
<td>$75,000 lump sum payment</td>
</tr>
</tbody>
</table>

The participation percentage above will be determined by dividing the number of active student checking accounts attached to the Northern Kentucky University All-Card by the universe of potential prospects (estimate student enrollment numbers). The scale above is based upon 13,500 potential participants and can be re-negotiated annually based on actual Registrar’s records.

The addition of direct deposit of financial aid refunds, in effect by January 2005, will effectively drive participation rates into the higher tiers.
FIFTH AMENDMENT TO NORTHERN KENTUCKY UNIVERSITY ALL-CARD AND BANKING SERVICES AGREEMENT, ON-SITE BANK LICENSE AGREEMENT AND ADDENDUM TO NORTHERN KENTUCKY UNIVERSITY ALL-CARD AND BANKING SERVICES AGREEMENT

This fifth amendment to Northern Kentucky University All-Card and Banking Services Agreement, and On-Site Bank License Agreement and Addendum to Northern Kentucky University All-Card and Banking Services Agreement (the “Amendment”) is made as of __________, 2015, between Northern Kentucky University (“University”) and U.S. Bank National Association, a national banking association (“Bank”).

A. Pursuant to the Northern Kentucky University All-Card and Banking Services Agreement dated June 1, 2004 (the “Card Agreement”), and On-Site Bank License Agreement and Addendum to Northern Kentucky University All-Card and Banking Services Agreement dated as of September 22, 2005 and First Amendment to On-Site Bank License Agreement and Addendum to Northern Kentucky University All-Card and Banking Services Agreement dated October 20, 2010, Second First Amendment to On-Site Bank License Agreement and Addendum to Northern Kentucky University All-Card and Banking Services Agreement dated August 29, 2011, Third Amendment to On-Site Bank License Agreement and Addendum to Northern Kentucky University All-Card and Banking Services Agreement dated March 5, 2013, and Fourth Amendment to On-Site Bank License Agreement and Addendum to Northern Kentucky University All-Card and Banking Services Agreement dated June 4, 2013 (collectively the “Branch License Agreement”), University licensed to Bank certain space in building 30 of University Center, Nunn Drive, Northern Kentucky University, as more particularly described in the License (the “Premises”).

B. For clarification purposes, it was the intentions of the parties that the Card Agreement was also being amended and the Term extended with each amended listed in Recital A above. The Card Agreement and Branch License Agreement, as amended and as an addendum to the Card Agreement, is one legal document.

C. Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Card Agreement or Branch License Agreement.

D. University and Bank desire to amend the Card Agreement and Branch License 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 of the Card Agreement and Branch License Agreement is hereby extended for a term of three (3) years commencing on April 1, 2016, and terminating on March 30, 2019 (the “Fifth Extension Term”).

2. **Payment.** Effective April 1, 2016, all Revenue Sharing, License Fee, or other required payments under the Card Agreement and Branch License Agreement shall be replaced with a flat, annual “Operations Payment” in the amount of Eighty Thousand Dollars ($80,000.00) per year, payable in equal monthly installments of Six Thousand Six Hundred Sixty Six and 66/100 Dollars ($6,666.66).

3. **ATM Agreement.** University and Bank are also parties to an ATM Agreement dated August 15, 2008, for the placement of an ATM in the Northern Kentucky University Student Union. Effective April 1, 2016, University and Bank agree that the terms and conditions of the ATM Agreement shall be made part of this Amendment, and shall also apply to the ATM located in the Norse Commons. The foregoing notwithstanding, the Term of the ATM Agreement shall now expire on March 30, 2019, and the consideration for the ATM Agreement shall be the Operations Payment as set forth in Section 2 above. As of April 1, 2016, Bank shall no longer be required to make the ATM Fee payment as set forth in Section 3 of the ATM Agreement.

4. **Authority.** University and Bank represent and warrant that each 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 and warrant that there are currently no defaults by either party under the Card Agreement or the Branch License Agreement.

6. **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 and electronic signatures shall be considered originals.

7. **Ratification.** All of the terms of the Card Agreement and Branch License 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.

UNIVERSITY:

Northern Kentucky University

By: [Signature]
Print Name: JACKSON A. MEEKS
Title: DIRECTOR OF BUSINESS OPERATIONS

BANK:

U.S. Bank National Association

By: [Signature]
Print Name: [Signature]
Title: [Signature]

By: [Signature]
Print Name: [Signature]
Title: [Signature]
AMENDMENT TO NORTHERN KENTUCKY
ALL CARD AND BANKING SERVICES AGREEMENT

This amendment to the All Card and Banking Services Agreement (this “Amendment”), is made as of February 9-29-16. It is made by and between U.S. Bank National Association (“Bank”) and Northern Kentucky University (“University”) and is incorporated into the Agreement by reference.

Pursuant to the Agreement dated as of July 1, 2004 (the “Agreement”), Bank agreed to be the provider of campus ID cards and banking services to the University that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

Pursuant to the Department of Education’s release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations, University and Bank want to make this Amendment part of the Agreement to reflect the necessary Amendment changes required by the new rule to the current Agreement. 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, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge additional 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 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.

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, and will include 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 All Card 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 Agreement, or any other ancillary agreements, exhibits, or addenda.

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 the number of complaints is excessive.

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.
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

Original Agreement Ratified and Affirmed

Except as set forth above, U.S. Bank and University intend to be legally bound the Agreement and Amendment both are ratified and affirmed in all respects.

Agreed as of the date first written above:

U.S. Bank National Association
By: [Signature]
Its: Deputy Director, On-Site Banking
Date: 10-5-2016

Northern Kentucky University
By: [Signature]
Its: Director of Business Ops
Date: 9-27-16