

**WASHBURN UNIVERSITY
MARKETING SERVICES AGREEMENT**

This Washburn University Marketing Services Agreement (“Agreement”) is entered by and between the Washburn University (“University”) and U.S. Bank National Association (“Bank”) with an effective date of October 15, 2021.

Recitals

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

Accordingly, the parties agree as follows:

1. Banking Products. Bank will, during the term of this Agreement, provide banking products to University students and staff (“Users”). “Banking Products” means financial products available to Users through Bank including online and at Bank branches.

1.1 Product Features. Bank will offer their standard Banking Products available at all Bank branches with standard account benefits, features, and fees. A fee list is available upon request. Bank reserves the right to amend or enhance such benefits, features, and fees from time-to-time. Bank will never charge additional fees for opening a student checking account and will not allow Bank’s debit card to be marketed, portrayed, or converted into a credit card. Additionally, all Bank-branded ATM’s on the University’s campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/debit card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Products or services will be at the sole discretion of Bank.

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

1.3 Reporting. Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, including the mean and median of the actual costs incurred by student account holders

2. Automated Teller Machines (“ATM”). Bank to place one ATM on the University campus and one ATM on the Washburn Tech 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 the ATM Placement Agreement is terminated, Bank has the right to terminate this Agreement upon 10 days’ advance written notice to the University.

3. Marketing.

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

3.2 Events. University will provide Bank with exclusive access to, and presence at, significant on-campus activities, events and promotional locations to advance the opening of new Bank accounts at no additional cost to Bank including but not limited to the following:

- Mail or email to all students for annual and semi-annual marketing campaigns by providing marketing materials to University for student list distribution (excluding any students who have opted out of receiving University sponsored solicitations).
- New Student Orientation
- International Student Orientation
- On-going Tabling Events including Start of Semester, Book Buy-Back and Banker in the House
- Financial Wellness Seminars
- Marketing to Faculty and Staff including
 - New Employee Orientations
 - Annual and semi-annual marketing campaigns distributed by the University
 - Facilitating Banking Product promotion through ongoing email distribution

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

- University to send Bank information (postcard) to all incoming freshman about our preferred partnership prior to New Student Orientation (NSO) or Welcome Week events yearly
- Bank to present benefits of partnership to Summer Orientation Counselor (SOC) yearly
- Tabling outside of the iCard office during all NSO events
- Table during all Scorch the Porch Events
- Tabling during International Student Orientation events
- Preferred table placement in Resource Fair during all NSO events
- University to allow Bank to promote partnership as the "Preferred Campus Banking Partner of Washburn University/Washburn Tech"
- Attendance (4 chairs) at Foundation Scholarship awards banquet
- Within first 2 weeks of each semester, University to include information within a newsletter to all students about financial education opportunities provided by Bank (Bank to provide specific date and time of event)

3.3 Promotional Information. University will facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank in compliance with Section 3.2. Neither University nor Bank will share any User information as part of this Agreement. Further, Bank will not be required to provide any financial records or information relating to individual Users to University, nor will University be required to provide any student information records to Bank.

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

4. Term and Termination. This Agreement will remain in effect for an initial term of one-year, beginning on the October 15, 2021 ("Term"). After completion of the initial Term, this Agreement will automatically renew in subsequent one-year Terms until Bank or University notifies the other party in writing their desire to terminate the Agreement. Written notification of termination must be received 90 days prior to the end of the Term. In absence of any such notice, this Agreement will continue to remain in effect.

4.1 Breach. In the event of a breach of this Agreement by either party at any time during the Term of this Agreement, the non-breaching party will provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within 90 days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional 10 days' written notice to the breaching party, subject to Section 4.2 regarding immediate termination for cause.

4.2 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.

4.3 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.

4.4 Termination for Complaints or Fees.

4.4.1 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.

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

4.5 Termination; Effect on Users. University and Bank agree that each User who has an account with Bank 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 on the University campus by any party.

4.6 Survival. The rights and responsibilities of each party as embodied in Section 3 ("Marketing"), Section 6 ("Indemnification; Losses") regarding indemnification, Section 8 Payments, and Section 10.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

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

5.1 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.

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

5.3 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.

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

6.1 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.

6.2 University Indemnification of Bank. University will be responsible for any third-party claims for damages that result from its employees, agents, and representatives' gross negligence, wrongful acts, wrongful omissions, or willful misconduct during the performance of duties agreed to herein. By so agreeing, University is not waiving any of the protection afforded the University as a public body of the state of Kansas. 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.

7. License. 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 the Bank and Banking Products pursuant to this Agreement. Nothing will give to University or Bank any right, title, or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner, and any and all uses of the trademarks will inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party will be obtained regarding 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.

8. Payments

8.1 Scholarship and Operations Payment. Bank will pay to University an annual scholarship payment of \$6,000, and an annual fixed operations payment of \$5,000 ("Operations Payment") prior to September 30th of each year of this Agreement beginning in 2022.

8.2 Release of Information. Bank will not be required to provide any financial records or information relating to individual Bank customer to University, nor will University be required to provide any student information records to Bank, for purposes of calculating the Operations Payment or scholarship payments under this Agreement.

9. 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: Washburn University
Attn: Vice President and Treasurer
1700 S.W. College Avenue
Topeka, KS 66621

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

10. Miscellaneous.

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

10.2 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.

10.3 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.

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

10.5 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.

10.6 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.

10.7 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.

10.8 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.

WASHBURN UNIVERSITY

Sign: Chris Kuwitzky
By: Chris Kuwitzky
Title: Vice President for Administration
Date: 8/2/2021

U.S. BANK NATIONAL ASSOCIATION

Sign: Terry R. Neher
By: Terry R. Neher
Title: Market President
Date: 8/23/21

Approved as to legal form

M. S. [Signature]
University Counsel