

UNIVERSITY OF CENTRAL MISSOURI ID CARD, AND BANKING SERVICES AGREEMENT

This University of Central Missouri ID Card and Banking Services Agreement (“Agreement”) is entered into on April 25, 2017 by and between the University of Central Missouri, Warrensburg, MO, (“University”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association (“Bank”).

Recitals

- A. University issues to students, staff and faculty (“Users”) a multifunctional identification and service card known as the UCM OneCard (“UCM OneCard”); and
- B. University desires to include Banking Services as a part of the function of the UCM OneCard; 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, during the term of this Agreement, will be the exclusive provider of Banking Services that may be accessed by Users through UCM OneCard Maxx. “Banking Services” means certain financial products linked to the UCM OneCard Maxx, including checking accounts and automated teller machine (“ATM”) services, as described in this Agreement.

1.1 Transactions.

1.1.1 Standard ID Card. School will provide an UCM OneCard to qualified Users, such as students, faculty and staff of University. The Standard UCM OneCard will not access any Banking Services provided by Bank. There will be no changes required by Bank to the Standard UCM OneCard

1.1.2 Card Selection and Activation. Users will have the option of selecting the standard UCM OneCard without Banking Services or the Visa-branded UCM OneCard Maxx with Banking Services. Users with an active Bank checking accounts are able to activate the ATM/PIN based POS functionality, or obtain a UCM OneCard Maxx with ATM/ Visa debit functionality, for no additional fee.

1.1.3 UCM OneCard Maxx. Bank agrees to implement a Visa[®] check card instant issuance program for University subject to the terms and conditions described in EXHIBIT A of this Agreement, on a mutually agreed upon timeline. In addition to providing a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of University, the Visa-branded check card instant issuance program will permit automated teller machine (“ATM”) transactions and PIN-based and non-PIN-based point of sale (“POS”) debit transactions. The UCM OneCard Maxx can only be issued to Bank customers.

1.2 Other Financial Services Available. Bank will promote checking accounts with student and workplace benefits for use with the UCM OneCard Maxx, 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, but will never charge additional fees for opening a student checking account, or allow the UCM OneCard Maxx to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATM's on the University's campus it will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked UCM OneCard Maxx 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 UCM OneCards 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, and will include the mean and median of the actual costs incurred by student account holders.

2. Automated Teller Machines. University and Bank anticipate placing two ATMs on 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 Contract. In the event an ATM Contract 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 ten 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 UCM OneCards.

3.1 Standard ID Card Issuance and Maintenance. University will be responsible for standard 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 UCM OneCard will 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, which will be verified by Bank through testing of UCM OneCards to ensure the card functions properly.

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

5. Marketing.

5.1 Solicitation. Bank may solicit new Bank accounts, and distribute marketing materials relating to Banking Services on campus to Users. Bank will make a good faith effort to procure written approval from the University on marketing materials pertaining to Banking Services distributed on campus. Bank may continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Services.

5.2 Events. University will provide Bank with exclusive access, and presence at, significant on-campus activities, events and promotional location regarding student ID/Max Card and Banking Services 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 (Warrensburg & Lee Summit campus)
- Tabling in dorms on move in days and family weekend
- Study abroad seminars
- Carding events
- Financial wellness seminars
- Employee orientations
- Fraud seminars
- Faculty & staff benefit fairs

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

- Distribution of new student orientation letters and applications prior to orientation through a student/parent mailing as approved by the contract administrator or University designee
- Distribution of letters and account applications prior to the event
- Tables in high traffic areas
- Presentations to students and/or parents (jointly with UCM OneCard office) during new student orientation sessions

5.3 Signage. Bank will, at its sole cost and expense and in accordance with University Posting Procedures listed in Campus Policies, be allowed to maintain exterior and interior temporary “banner” and “yard” signage and advertising on the campus, and will be allowed to place directional signage at University approved locations. 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 or the 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. Operational Allowance Schedule.

6.1 Operational Allowance Schedule. Bank will pay to University amounts as described in EXHIBIT B (“Operational Allowance Schedule”) attached to this 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 operational allowance payments.

7. Term and Termination. This Agreement will remain in effect for an initial term of five years, beginning on September 4, 2017 (“Term”). After completion of the initial Term, the parties may mutually agree to a single option to extend this Agreement for one additional two-year Term.

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 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.

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’s 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 an account with Bank attached to UCM OneCard Maxx shall be a customer of Bank and, upon any termination of this Agreement pursuant 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 this section, University will cooperate with Bank in order to de-link the User accounts from UCM OneCard Maxx.

7.6 Survival. The rights and responsibilities of each party as embodied in Section 10 (“Licensing”) regarding the use of marks and other intellectual property, Section 6 (“Operational Allowance Schedule”) 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.

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

8.1 No Conflict. Neither the execution, the delivery of this Agreement, or performance of the activities contemplated by this Agreement, violate or conflict with any applicable law, regulation, rule, or contract to which the party is subject. Further, the parties will maintain compliance with applicable law regulation or rule pertaining to it during the Term of this Agreement.

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 warrants and represents that it does not currently have, nor will have during the course of this Agreement, any relationships with financial services companies other than the Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered by Bank. This includes, but is not limited to, student refund and payroll disbursement products that solicit student checking accounts and / or provide connectivity to the UCM OneCard Maxx.

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 or the willful misconduct of 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 it is known to University. University will allow Bank to control the defense of such claims in return for Bank's indemnification.

9.2 University Indemnification of Bank. Without waiving sovereign immunity and only as permitted by Missouri law, University will be responsible for any third party claims for damages that result from the gross negligence or the willful misconduct of its employees, agents or representatives during the performance of duties agreed to herein. By so agreeing, University is not waiving any of the protection afforded University as a public body of the State of Missouri. 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 the UCM OneCard office and ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and 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 UCM OneCard Maxx pursuant to this Agreement. Nothing herein will give to University and 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 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 or registered mail, first class, postage prepaid, return receipt requested.

University: University of Central Missouri
Finance & Administration
ToniKreke
Associate VP
Admin 316
Warrensburg, MO 64093

Bank: U.S. Bank
Campus Banking
Attn.: Vincent Roos – Vice President
6940 Mission Rd.
SL-KS-9255
Prarie 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 Missouri. 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 Missouri.

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

12.3 Severability. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

12.4 Entire Agreement; This Agreement, 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 information 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, 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, as of the date first written above, by and through their duly authorized officers.

UNIVERSITY OF CENTRAL MISSOURI

Sign: Joni Kreke
By: Toni Kreke
Title: Chief Financial Officer
Date: 4/25/17

U.S. BANK NATIONAL ASSOCIATION

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

Exhibit A
UCM OneCard Maxx Terms and Conditions

1. Intellectual Property. Instant Issue VISA debit cards will be branded the UCM OneCard Maxx (“UCM OneCard Maxx”) for purposes of all literature and promotions associated with the UCM OneCard Maxx. UCM OneCard Maxx will remain the sole property of Bank, and Bank grants a limited license to University to use UCM OneCard Maxx solely for purposes contemplated by this Agreement and consistent with Bank's instructions.

2. Training. Training will be provided to all University employees who will have direct contact with the UCM OneCard Maxx program. The training will include written training materials, to be developed and paid for by Bank. Initial training will be conducted by Bank personnel and subsequent training will be conducted by University personnel who have the requisite training and authority to administer the training.

3. Operating Procedures. University will comply with instructions and guidance from Bank, and will otherwise utilize commercially reasonable standards to ensure the production of the UCM OneCard Maxx is performed in a controlled, secure environment. For purposes of this section, "commercially reasonable standards" includes, at a minimum, compliance with the Visa Global Instant Card Personalization Issuance Security Standards. University also agrees to perform a due diligence review of the competency and reliability, including character and integrity, of each employee it assigns to this project prior to granting any access to program information or materials. University will be responsible for ensuring that its employees comply with all applicable safeguards, security standards, and other requirements associated with its responsibilities related to the UCM OneCard Maxx.

Each party agrees to alert the other, as soon as reasonably practicable, of any variances, risks, delays or other material issues that cause or threaten the established timelines and/or content documented in the operational guidelines and procedures associated with the development or administration of the UCM OneCard Maxx. Each party agrees to cooperate with each other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.

4. Confidentiality. All current, applicable terms and agreements related to confidentiality and nondisclosure agreements apply to the development and implementation of the UCM OneCard Maxx. Without limiting the applicability or obligations of any such terms and agreements, University specifically agrees to execute a master nondisclosure agreement related to this program and obtain a nondisclosure agreement from each individual who will work on this program – in a form and format substantially similar to the form attached to this Exhibit A as Attachment D - prior to discussing the program or allowing access to any materials, plans or information related to the program.

5. Suspension and Cancellation. Bank reserves the right to temporarily or permanently suspend issuance of the UCM OneCard Maxx in the event Bank determines, in its sole discretion, that the UCM OneCard Maxx has created unforeseen risk, the UCM OneCard Maxx is being administered through an unstable operating environment, or the UCM OneCard Maxx is subject to any other circumstances that creates unwarranted risk or potential reputational damage to Bank.

6. Default and Remedies. These terms represent obligations and responsibilities that are material to the success of the UCM OneCard Maxx program. Therefore, any violation of these obligations and responsibilities will constitute an event of default under this Agreement and give rise to the remedies set forth therein or otherwise allowed by law. Bank’s remedies will include, without limitation, the right to cease UCM OneCard Maxx operations.

7. Preservation of Agreement. Except where specifically contradicted by the terms of this Exhibit A with respect to the UCM OneCard Maxx, all terms of the Agreement remain in full force and effect.

8. Attachments A through D. These UCM OneCard Maxx Terms and Conditions include Attachments A through D, attached to this Exhibit A and incorporated herein by this reference.

Attachment A

UCM OneCard Maxx Services

The UCM OneCard Maxx is an instantly issued VISA branded campus ID/debit card – all in one. The UCM OneCard Maxx is issued through the on-campus Bank branch and is immediately active for customer use by Users.

With the instant issue VISA UCM OneCard Maxx program, the User starts by visiting UCM ID Card office to request the UCM OneCard Maxx, gets a photo taken and then immediately visits the adjacent Bank branch to complete the issuance of the card. User can open a new U.S. Bank checking account during this process, or can use an existing U.S. Bank checking account. UCM OneCard Maxx cannot be issued to non-U.S. Bank customers.

The University ID Card office sends a print job to a University-owned printer housed in Bank branch, which holds the VISA branded card stock provided by Bank. The University-owned printer will encode the bottom magnetic stripe to the University's specifications and personalize the card to Bank and University specifications. The User leaves Bank branch with a fully functional ID card and U.S. Bank VISA check card.

Because this is an opt-in program, students, staff and faculty who choose not to participate in the UCM OneCard Maxx program will be issued a standard UCM ID Card and will not have Banking functionality on the card.

UCM OneCard Maxx Costs

Bank will be responsible for the procurement and storage of blank UCM OneCard Maxx VISA branded cardstock. The cardstock arrives at the campus branch with the Bank magnetic stripe pre-encoded and the 16-digit ISO number preprinted on the front of the card. This assumes the UCM OneCard Maxx VISA branded cardstock is standard CR80 cardstock with two magnetic stripes and no contactless or chip technology (e.g. prox, iClass, etc.). Purchase of contactless or chip UCM OneCard Maxx cards will be the responsibility of the University and must conform to Bank specifications.

University will be responsible for providing the following items in support of the UCM OneCard Maxx program:

- A University owned card printer for printing photo images and other personalized information
 - Same or similar to printer(s) currently being used for standard cards
 - Printer must be fully functional during orientation
 - Housed in on-site Bank branch
 - Must apply a clear overlay on the front of the card after card production
 - University is responsible for all maintenance and repair of card printer and any corresponding contracts in connection with such maintenance and repair.

In addition, University will be responsible for ensuring that its employees participate in the required training programs and comply with all operating procedures that are required to develop and administer the UCM OneCard Maxx program.

Attachment B

University of Central Missouri Prerequisites for the UCM OneCard Maxx

University must comply with each of the following prerequisites to be considered for a U.S. Bank ,UCM OneCard Maxx program.

Cards

1. University must use a secondary magnetic stripe on the bottom of the card for University specific information.
2. University cannot store/read/transmit the entire 16 digit Bank ISO on any University system unless full end-to-end encryption is used.
3. A bar code may be used on the back of the UCM OneCard Maxx as long as it doesn't interfere with the magnetic stripe area or signature panel. The bar code cannot appear on the front of the UCM OneCard Maxx.
4. UCM OneCard Maxx design will use a standard U.S. Bank template, designed according to U.S. Bank and VISA branding standards, with input from University on the background image and University logo used. Only one VISA Check card design can be used per school for the UCM OneCard Maxx program (i.e. no separate designs for students vs. faculty/staff).
5. The campus declining balance program cannot be used at any merchants that are located off-campus (all on-campus merchants are acceptable, even if not University owned). Exception Campus Dining Dollars.

Security

1. To accept the UCM OneCard Maxx as a method of payment, University must be compliant with the PCI (Payment Card Industry) Data Security Standards described in ATTACHMENT C.

Hardware/Software

1. University will work with Bank to install network data lines into the branch space for communication between University ID Card Issuance system and University printer housed in the on-site branch.

Attachment C

University of Central Missouri Confidentiality and Non-Disclosure Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Confidentiality Agreement") is made and entered into as of this ___ day of April 2017, by and between U.S. Bank National Association, its affiliates, subsidiaries and assigns, with its principal place of business at 800 Nicollet Mall, Minneapolis, Minnesota 55402 (the "Bank") and the University of Central Missouri, operating at 108 W South St, Warrensburg, MO 64093 ("University").

A. Bank and University contemplate exchanging certain information in order to facilitate provision of certain services to University (the "Purpose"); and

B. Bank is legally obligated to maintain the confidential nature of certain types of information, which may include the information that Bank will provide to University, or University's agents and representatives;

Accordingly, the parties agree as follows:

1. **Confidential Information.** University and Bank acknowledge that each party (as a "Recipient") may have access to and each party (as an "Owner") may provide to the other party, information that the respective party regards as confidential or otherwise of a proprietary nature.
 - 1.1. **Definition of Confidential Information.** Each party (as "Recipient") may have access to and each party (as "Owner") may provide to the other party, information that the Owner regards as confidential or proprietary. "Confidential Information" includes information of a commercial, proprietary or technical nature and, with respect to Bank, information related to Bank's consumer customers. Confidential Information includes, but is not limited to, the following, whether now in existence or hereafter created:
 - (A) Any information of or about Bank's consumer customers of any nature whatsoever, and specifically including without limitation, the fact that someone is a customer or prospective customer of Bank, all lists of customers, former customers, applicants and prospective customers and all personal or financial information relating to and identified with such persons ("Customer Information");
 - (B) All information marked as "confidential" or similarly marked, or information that the Recipient should, in the exercise of reasonable judgment, recognize as confidential; and
 - (C) All information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how," trade secrets, and any other intellectual property rights of the Owner or Owner's licensors; and
 - (D) All business, financial or technical information of the Owner (including, but not limited to account numbers, and software licensed from third parties or owned by the Owner or its affiliates); and
 - (E) The Owner's marketing philosophy and objectives, promotions, markets, materials, financial results, technological developments and other similar proprietary information and materials;

- (F) Information with respect to Owner's employees which is non-public, confidential, business related, or proprietary in nature, including, without limitation, names of employees, the employees' positions within the company, the fact that they are employees, contact information for employees, personal employee identification numbers, and any other information released to the Recipient regarding employees in the past and in the future;
- (G) All notes, memoranda, analyses, compilations, studies and other documents, whether prepared by the Owner, the Recipient or others, which contain or otherwise reflect "Confidential Information"; and

1.2. **Essential Obligation.**

- (A) Confidential Information must be held in confidence and disclosed only to those employees or agents whose duties reasonably require access to such information. Recipient must protect the Owner's Confidential Information using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication (except as required for backup systems) of such Confidential Information as Recipient uses to protect its own confidential information of a similar nature. Recipient must ensure that each employee who will be handling Owner's Confidential Information signs an Individual Employee Confidentiality and Non-Disclosure Agreement. Additionally, it will be Recipients responsibility to keep and maintain all Individual Employee Confidentiality and Non-Disclosure Agreements.
- (B) Because Bank is a federally-regulated financial institution that must comply with the safeguards for Customer Information contained in the Gramm-Leach-Bliley Act ("GLBA") and regulations promulgated pursuant to GLBA, University must establish, as an entity that maintains, processes, or otherwise is permitted access to Bank's customer information, appropriate measures designed to safeguard Customer Information. Specifically, University must establish and maintain data security policies and procedures designed to ensure the following:
 - (1) Security and confidentiality of Customer(s) information; and
 - (2) Protection against anticipated threats or hazards to the security or integrity of Customer(s) information; and
 - (3) Protection against the unauthorized access or use of Customer(s) information; and
 - (4) University agrees to permit Bank to audit University 's compliance with this Section during regular business hours upon reasonable prior written notice to University and to provide to Bank copies of audits and system test results acquired by University in relation to the systems used to deliver services to Bank or Customer(s) under this Agreement.

- 1.3. **Court Ordered Disclosure.** If Recipient is required by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, Recipient will promptly provide to the Owner notice of such request so that the Owner may seek an appropriate protection order.

2. **Limited Use of Confidential Information and Survival of Obligations.**

- 2.1. Recipient may use the Confidential Information only as necessary for Recipient's performance hereunder or pursuant to rights granted herein and for no other use. Recipient's limited right to use the Confidential Information will expire upon expiration or termination of this Agreement for any reason.

- 2.2. Recipient's obligations of Confidentiality and non-disclosure will survive beyond Recipient's limited right to use the Confidential Information and will survive termination or expiration for any reason of this Agreement.
 - 2.3. Recipient must develop and maintain appropriate security measures for the proper disposal and destruction of Confidential Information. Upon expiration of Recipient's limited right to use the Confidential Information, Recipient will return all physical embodiments thereof to Owner or, with Owner's permission, Recipient may destroy the Confidential Information. Recipient will provide written certification to Owner that Recipient has returned, or destroyed, all such Confidential Information in Recipient's possession.
3. **Disclosure to Third Parties.** If disclosure of Confidential Information to third parties is required or allowed under this Agreement, Recipient will ensure that such third parties will have express obligations of confidentiality and non-disclosure, substantially similar to Recipient's obligations hereunder. Liability for damages due to disclosure of the Confidential Information by any such third parties will be with Recipient.
4. **Remedies.** If Recipient or any of its representatives or agents breach the covenants set forth in this Agreement irreparable injury may result to the Owner or third parties entrusting Confidential Information to the Owner. Therefore, the Owner's remedies at law may be inadequate and the Owner will be entitled to an injunction to restrain any continuing breach. Notwithstanding any limitation on Recipient's liability, the Owner will further be entitled any other rights and remedies that it may have at law or in equity.
5. **Intrusion/Disclosures.** If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information by a Recipient or its sub-contractors (collectively "Disclosure") and/or any unauthorized intrusions into Recipient's or any of its subcontractor's facilities or secure systems, (collectively "Intrusion"), Recipient must immediately i) notify Owner of the Intrusion, ii) estimate the Disclosure's and/or Intrusion's effect on Owner, iii) specify the corrective action to be taken, and iv) investigate and determine if an Intrusion and/or Disclosure has occurred. If, based upon the investigation, Recipient determines that there has been an actual Disclosure and/or Intrusion, Recipient must promptly notify Owner and investigate the scope of the Disclosure and/or Intrusion, and must promptly take corrective action to prevent further Disclosure and/or Intrusion, and must, as soon as is reasonably practicable, make a report to Owner including details of the Disclosure (including Customer(s)' identities and the nature of the information disclosed) and/or Intrusion and the corrective action Recipient has taken to prevent further Disclosure and/or Intrusion. Recipient must, in the case of a Disclosure, cooperate fully with Owner to notify Owner's Customer(s) as to the fact of and the circumstances of the Disclosure of the Customer's particular information. Additionally, Recipient must cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Disclosure and/or any known or suspected criminal activity.
6. **PCI Data Security Standard Requirements.**
 - 6.1. The provisions set forth in this subsection apply to University as a "Service Provider" that either itself, or through a processor, its agent, or subcontractor, stores, processes, handles or transmits cardholder data in any manner. For purposes of this subsection, the term "Cardholder Data" refers to the cardholder's account number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information. For purposes of this section, a "Service Provider" means any person or entity that maintains, processes, transmits or otherwise is permitted access to Cardholder Data, including through its provision of services to Bank. Customer

Information will include cardholder data and such other customer information as may be defined elsewhere in this Agreement.

- (A) Service Provider will at all times comply with the Payment Card Industry Data Security Standard Requirements (“PCI Data Security Standard Requirements”) for cardholder data, as they may be amended from time to time. The current PCI Data Security Standard Requirements are available on the following internet website: www.visa.com/cisp. Service Provider’s failure to comply with PCI Data Security Standard Requirements may result in fines and penalties and Service Provider will be responsible for the payment of any such fines and penalties.
 - (B) Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law.
 - (C) If there is a breach or intrusion of, or otherwise unauthorized access to Cardholder Data stored at or for Service Provider, Service Provider will immediately notify Bank, in the manner required by the PCI Data Security Standard Requirements, and provide Bank and the acquiring financial institution and their respective designees access to Service Provider’s facilities and all pertinent records to conduct an audit of Service Provider’s compliance with the PCI Data Security Standard Requirements. Service Provider will fully cooperate with any audits of their facilities and records provided for in this paragraph.
 - (D) Service Provider will maintain appropriate business continuity procedures and systems to ensure availability and security of cardholder data in the event of a disruption, disaster or failure of Service Provider’s primary data systems.
- 6.2. Service Provider’s and its successors’ and assigns’, compliance with the PCI Data Security Standard Requirements expressly survives termination or expiration of this Agreement.
- 6.3. Breaches of the PCI Data Security Standard Requirements may result in an interruption of card production until a reliable remedy is in place. Subsequent mishandlings may result in a full removal of the Instant Issue Process from University. In all matters of dispute a review and consideration of facts will take place within 10 business days of a significant event.
- 6.4. Destruction of Cardholder Data must be completed in accordance with the confidentiality provisions of this Agreement.
7. **Term.** The term of this Confidentiality Agreement (“NDA Term”) will extend two years past the term of the University of Central Missouri ID Card and Banking Services Agreement executed between the parties on April 25th, 2017.
8. **GENERAL**
- 8.1. **Compliance with Applicable Law.** Each party warrants and represents that it is, and will remain, in compliance with all applicable local, state, and federal laws and regulations. Violation of applicable laws or regulations by a party will constitute a material breach of this Agreement.
- 8.2. **Governing Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Missouri.

- 8.3. **Use of Name.** Each party agrees not to refer to the other party directly or indirectly in any promotion or advertisement, metatag, any news release or release to any general or trade publication or any other media without the prior written consent of the party whose use of name is sought, which consent may be withheld at that party's sole and complete discretion.
- 8.4. **Assignment.** Neither party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Provided, however, that no such written consent will be required in case of assignment to a surviving or successor entity in connection with the sale of substantially all of a party's stock or assets. An attempted assignment not in compliance with this paragraph will be null and void.
- 8.5. **Modifications.** This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by a duly authorized representative of both parties, or, at least, by an authorized representative of the party to be charged.
- 8.6. **Waiver.** No waiver of any provision or of any right or remedy hereunder will be effective unless in writing and signed by both party's authorized representatives. No delay in exercising, or no partial exercise of any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof,
- 8.7. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision will be fully severable; this Agreement will be construed and enforced as if such severed provision had never comprised a part hereof; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the severed provision or by its severance from this Agreement.
- 8.8. **Relationship of the Parties.** No joint venture, partnership, agency, employment relationship or other joint enterprise is contemplated by this Agreement. No employee or representative of University of Central Missouri ID Card and Banking Services Agreement will be considered an employee of Bank. In making and performing this Agreement, the parties will act at all times as independent contractors, and at no time will either party make any commitments or incur any charges or expenses for or in the name of the other party. This Agreement does not obligate the parties to enter into any future agreement or relationship.
- 8.9. **Entire Agreement.** This Confidentiality Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements relating thereto, written or oral, between the parties.
- 8.10. **Notices.** Any notice permitted or required by this Agreement must be in writing and will be deemed given when sent by registered or certified mail, return receipt requested, or overnight delivery, and addressed as follows:

If to Bank:

U.S. Bank National Association
Vincent Roos
6940 Mission Rd.
SL-KS-9255
Prarie Village KS 66208

If to University:

University of Central Missouri
Finance & Administration
Toni Kreke
Associate VP
Admin 316
Warrensburg, MO 64093

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

U.S. Bank National Association

Amy C. Hurd

Signature

Amy C. Hurd

By: Name EVP, In-Store/On-Site Division

Its: Title

5/12/17

Date

University of Central Missouri

Toni Kreke

Signature

Toni Kreke

By: Name

Chief Financial Officer

Its: Title

4/25/17

Date

Attachment D

Individual Confidentiality and Non-Disclosure Agreement

I as employee of the University of Central Missouri ("University") acknowledge that during my course of employment certain information which is sensitive and confidential may be disclosed to me and that U.S. Bank is required to maintain the confidentiality of this information.

Furthermore, I agree that I am subject to the confidentiality, nondisclosure and security standards of University.

I agree with University and U.S. Bank that:

1. I will keep all matters and information related to the card programs strictly confidential. I will use the Confidential Information only as necessary for performance of my Duties. I will follow and adhere to the security and confidentiality procedures and processes of University. I will not discuss or disclose any information related to the UCM OneCard Maxx program to any persons, except to employees or agents of U.S. Bank or University, who need to know this information because of their employment duties and who have signed a copy of this Confidentiality Agreement.
2. I am aware and understand that the confidential information relating to the UCM OneCard Maxx program is an extremely valuable asset of U.S. Bank, and that the disclosure of such information in violation of this Agreement will result in severe, irreparable harm to U.S. Bank as well as in substantial monetary damages. I understand if I violate this Confidentiality Agreement, I will be removed from working with the U.S. Bank UCM OneCard Maxx Program and may be subject to further discipline or penalties from University.
3. If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information I must immediately notify U.S. Bank. I will in the case of a disclosure cooperate fully with U.S. Bank. I will cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a disclosure and/or any known or suspected criminal activity.

Toni Kreke

Printed Name

Toni Kreke

Signature

4/25/17

Date

EXHIBIT B
OPERATIONAL ALLOWANCE SCHEDULE

During the life of the Agreement, Bank will make the following financial commitment to University:

1. Bank will pay an operational allowance payment in the amount of \$100,000 annually payable in September of each year, with the first payment being made September of 2018.
2. Bank will establish an annual scholarship fund of \$3,000 per year. Fund use and distribution will be mutually determined between the parties.
3. During the life of the Agreement, Bank will dedicate “Soft Dollars” (monies spent by Bank toward the increased performance of the UCM OneCard Maxx program). The minimum annual sum of Soft Dollar marketing support for this Agreement is \$15,000 per year.