

**THIRD AMENDED AND RESTATED
Affinity Agreement
State University of Iowa Foundation
(formerly State University of Iowa Alumni Association)**

This THIRD AMENDED AND RESTATED Affinity Agreement ("**Agreement**") is entered into as of this 1st day of **January 2019** (the "**Effective Date**") by and between **Bank of America, N.A.**, a national banking association having an office in Wilmington, Delaware ("**Bank**"), and the **State University of Iowa Foundation a/k/a the University of Iowa Center for Advancement, successor by merger to the State University of Iowa Alumni Association**, a non-profit corporation having its principal place of business in Iowa City, Iowa ("**UICA**"), and collectively with Bank "**Parties**" or individually a "**Party**", for themselves and their respective successors and assigns.

WHEREAS, UICA and Bank are parties to that certain Second Amended and Restated Affinity Agreement dated July 1, 2013, as the same has been amended ("**Previous Agreement**"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UICA; and,

WHEREAS, UICA and Bank mutually desire to amend and restate the Previous Agreement in its entirety as of the Effective Date in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, UICA and Bank agree as follows:

1. **DEFINITIONS AND RULES OF INTERPRETATION**

For the purposes of this Agreement and except as otherwise specifically set forth herein, capitalized terms have the meanings set forth below, whether used in the plural or singular, in any tense or part of speech, and regardless of gender. Other terms defined herein have the meanings set forth in the context of their use.

"Accountholder Information" means any information relating to a Customer, a Credit Card Account, the Bank, or the Program that Bank furnishes or causes to be furnished to UICA.

"Accountholder List" means a list containing Accountholder Information (including anonymized or aggregated Accountholder Information). Accountholder List includes any whole or partial copies, derivations, or compilations of an Accountholder List in any form or any medium, any information derived solely or in combination with other information from an Accountholder List, and all Accountholder Information.

"Activated Account" means a Credit Card Account which remains open for at least 90 consecutive days and that is used by the Customer within the first 90 consecutive days of its opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise. For the purposes of this Agreement neither the University nor the UICA is an affiliate of the other.

"Agents" has the meaning ascribed to such word in Section 7(b).

"Agreement" means this agreement, and Schedules A through C, as may be amended or supplemented from time to time.

"Applicable Law" means, with respect to a Person any: (i) federal, state, or local law (including common law), ordinance, statute, treaty, rule, judgment, regulation, regulatory bulletin or guidance, regulatory examinations, licensing requirements, agreements, formal direction, or orders including judicial or administrative interpretations (whether written or verbal) of any of the foregoing; (ii) regulations, by-laws and rules of self-regulatory organizations; (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network; and, (iv) rulings, injunctions, judgments, orders, consent decree, determinations or findings of, or agreements with, any arbitrator, court or other Governmental Authority applicable to, or binding upon, a Party or to which such Party is subject, as the same may be amended and in effect from time to time; provided, that, with respect to Bank, "Applicable Law" means the foregoing, as or in the manner implemented by Bank from time to time in the exercise of its reasonable judgment and consistently applied across its US retail consumer credit card programs.

"Business Day" means any day, except Saturday, Sunday or a day on which national banks are authorized or obligated by Applicable Law to be closed.

"Consumer Complaint" means any submission (using whatever means or media) by or on behalf of an individual (including consumers, Members, and Customers) that expresses dissatisfaction with, or communicates suspicion of wrongful conduct by, an identifiable Person related to such individual's personal experience with any aspect of the Bank's products, policies or services including the Program and the conduct of GIP.

"Credit Card Account" means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

"Credit Card Program" means those affinity credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"Customer" means any Member who is a participant in the Program.

"Deposits" means consumer affinity deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, and checking accounts with debit card access.

"Deposit Account" means a consumer deposit account opened pursuant to the Deposit Program.

"Deposit Program" means those affinity Deposits and related programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"ECOA" means the Equal Credit Opportunity Act (15 U.S.C. §1691 *et. seq.*) and its implementing regulation, Regulation B (12 C.F.R. Part 1002), as each are amended.

"Effective Date" has the meaning given such phrase in the preamble.

“Eligible Royalties” means all Royalties that accrue and are payable according to this Agreement including Schedule A-1, which shall exclude GIP Compensation.

“Event” has the meaning ascribed to such word in Subsection 11(e).

“Financial Service Product” means any credit card program, charge card program, debit card program (including pre-paid card program), deposit program, or the functional equivalent (*e.g.*, token, digital wallet, or card-not-present transaction) of any product or service in the foregoing. Financial Service Product shall exclude:

Any University business card program or business travel card program, in each case solely for use by employees and/or contractors conducting University business or any University procurement card purchasing program, solely for use by employees or contractors conducting University business.

Any financial service program of the University intended solely for University students, faculty and/or staff, and/or their respective families, and/or University patients, clients, contractors and/or research participants, including: (w) any credit or loan program (open or closed end), operated by the University as the lender/creditor, used for payment for goods or services provided by the University (including, but not limited to, its hospitals and clinics), (x) any deposit program associated solely with payroll deductions, (y) the University’s use of pre-loaded cash cards for remuneration to human subjects of University research projects or for expenses incurred by students, faculty, staff or contractors on University approved travel, and (z) any other financial service provided by or through the University that is associated with any operational aspect of the University.

“GIP Account” means a Credit Card Account opened pursuant to a GIP in which UICA complies with the GIP provisions of this Agreement.

“GIP Compensation” means the compensation set forth in Schedule A-2.

“GLBA” refers to the Gramm-Leach-Bliley Act and its implementing regulation, Regulation P (12 C.F.R. 1016.1 et. seq.), as each may be amended from time to time and includes, when effective, the framework that replaces the Department of Commerce International Safe Harbor Privacy Principles.

“Governmental Authority” means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator having jurisdiction over such Person. With respect to the Bank, Governmental Authority includes the Bureau of Consumer Financial Protection (a/k/a Consumer Financial Protection Bureau) and the Office of the Comptroller of the Currency.

“Governmental Entity” means any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

“Group Marketing Effort” or ***“GIP”*** has the meaning ascribed to such phrase in Subsection 10(a).

“Information” has the meaning ascribed to such word in Section 7(a) and includes Nonpublic Personal Information.

“Impact” has the meaning ascribed to such word in Subsection 5(c).

“Licensed Trademarks” means the University Trademarks and UICA Trademarks set forth on Schedule C, including any revised, replacement or successor versions of such trademarks. Schedule C shall be deemed automatically amended without further action of the Parties to include any additional design, image, visual representation, logo, service mark, trade dress, trade name, or trademark that UICA or University approves for use by Bank in connection with the Program, and any new trademark developed as a successor or replacement of, or as a modification to, any Licensed Trademark.

“Member List” means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics. UICA shall not include in any Member List the name and/or related information regarding any person who was under the age of 18 at the time the information was collected or has expressly requested that UICA not provide his/her personal information to third parties.

“Member” mean an individual who is an alumnus, alumna, or a ticket holder of University athletic events, a member of the faculty or staff of the University, and/or other potential participant in the Program as mutually agreed to by UICA and Bank.

“Net Retail Spend” means with respect to a Credit Card Account in good standing, as of a given date of determination and for a given period of time during the Term, the aggregate retail purchases (in U.S. dollars) debited to a Credit Card Account, net of: (i) transactions that relate to refunds, returns and/or unauthorized transactions; (ii) transactions that are cash advances or equivalents (*e.g.*, bank cash advances, direct deposit cash advances, wire transfers, balance transfers, access checks, the purchase of wire transfers, person to person money transfers, money orders, bets, ATM withdrawals, off-track wagers, lottery tickets or transactions, casino gaming chips, or crypto-currencies); and/or (iii) Credit Card Account fees, costs and charges (*e.g.*, balance transfer fees, finance charges, late fees, overlimit fees, annual fees, returned check, cash advance transaction fees, credit insurance premiums, debt cancellations charges, non-product or service-related transactions).

“Nonpublic Personal Information” has the meaning ascribed to such phrase in 12 C.F.R. §1016.3(p)(1) and includes (a) information relating to the customers of the Bank or their accounts with Bank, (b) any record about an individual that is a consumer report as such term is defined in the Fair Credit Reporting Act (15 USC 1681 et seq.) or is derived from a consumer report and that is maintained or otherwise possessed by or on behalf of the Bank, and (c) Accountholder Information including a compilation of such records; all of which is the Bank’s Information. Nonpublic Personal Information includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available such as the fact that such consumers are, or were Customers.

“Party” or ***“Parties”*** has the meaning ascribed to each such word in the preamble.

“Person” means and includes an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, other business entity or a Governmental Entity (including any department, agency or political subdivision thereof).

“Premium Reward Account” means a Credit Card Account carrying a Premium Reward Enhancement.

“Premium Reward Enhancement” means a premium Reward Enhancement as provided through Bank and offered as part of the Program. A Premium Reward Enhancement may be marketed under a name (e.g., BankAmericard Cash Rewards™), as determined by Bank from time to time, in its sole discretion.

“Premium Reward GIP Account” means a Premium Reward Account opened pursuant to a GIP in which UICA complies with the GIP provisions of this Agreement.

“Program” means those programs and services, and the promotion thereof, of those Financial Service Products Bank offers pursuant to this Agreement to the Members from time to time.

“Program Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either Party (including its Affiliates) during the Term and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of one or more UICA Trademarks or University Trademarks, with or without other elements.

“Representative” means, with respect to a Person, any employee, officer, director, or agent of such Person. In the case of a partnership, Representative also includes general and limited partners thereof. In the case of a limited liability company or corporation, Representative also includes members or shareholders of such company or corporation.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

“Reward GIP Account” means a Reward Account opened pursuant to a GIP in which UICA complies with the GIP provisions of this Agreement.

“Royalties” means the royalty payments designated as such and set forth in Schedule A-1.

“Subcontractor” means each Person (including an Affiliate of UICA) to whom UICA has, directly or indirectly delegated or subcontracted or who has undertaken all or any portion of activities comprising, in whole or in part, Direct Sales Interaction or the administration of UICA Rewards. “Subcontractor” includes a Subcontractor of a Subcontractor.

“Term” has the meaning ascribed to such word in Subsection 8(b).

“Training” has the meaning ascribed to such word in Subsection 2(j)(1).

“UICA Affiliate” means any Affiliate of UICA.

“UICA Activities” means any duties or obligations of, or undertaken by UICA, including such services further delegated to or undertaken by any Subcontractor (including their respective Representatives), pursuant to this Agreement or in furtherance of the Program (including Group Marketing Efforts).

“UICA Trademarks” means any design, emblem, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark and other indicia of origin of UICA or its Affiliates and any variation thereof and any translation of any of the foregoing used or acquired by UICA or any UICA Affiliate prior to or during the Term.

“University” means University of Iowa and any office or department of, or affiliated or associated with, University of Iowa, including the athletic department and the office of student affairs of University of Iowa.

“University Trademarks” means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the Term.

Rules of Construction and Interpretation. Except as otherwise expressly provided in this Agreement, the following rules apply:

- the singular includes the plural and the plural includes the singular;
- “or” is disjunctive, but not necessarily exclusive, except where clearly indicated by the context;
- “and” is conjunctive only;
- “include” and “including” are not limiting;
- “any” means “any or all”;
- a reference to any agreement (including this Agreement) or other contract includes any permitted modifications, supplements, amendments and replacements;
- any copy of any contract (including this Agreement) or other document refer to a correct and complete copy;
- the “transactions contemplated by this Agreement” refer, collectively, to each transaction contemplated by or provided for in this Agreement.
- a reference in this Agreement to a Section, Schedule or Exhibit is to the Section of or Schedule or Exhibit to this Agreement unless otherwise expressly provided (for example, where a particular Section, Schedule or Exhibit is the intended reference);
- the Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- a reference to a Section or paragraph in this Agreement shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub-components of any said Section or paragraph;
- “hereunder,” “hereto,” “hereof,” and “herein,” and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular clause hereof;
- “days” means calendar days unless otherwise noted through the use of the phrase “Business Days”;
- references to “months” and “years” means calendar months and years unless otherwise specified;
- to the extent this Agreement requires the agreement, approval or consent of any matter by either or both Parties hereto, unless the text clearly indicates to the contrary, such agreement, approval or consent shall be granted or denied in such Party’s reasonable business judgment;
- to the extent this Agreement requires the agreement, approval or consent of one Party or the other, unless the text clearly indicates to the contrary, such agreement, approval or consent shall not be unreasonably withheld, conditioned or delayed;
- text enclosed in parentheses has the same effect as text that is not enclosed in parentheses;
- any reference made in this Agreement to a statute or statutory provision means such statute or statutory provision as it has been amended through the date as of which the particular portion of this Agreement is to take effect, or to any successor statute or statutory provision relating to the same subject as the statutory provision so referred to in this Agreement, and to any then applicable rules or regulations promulgated thereunder, unless otherwise provided;

- unless the context otherwise requires or unless otherwise provided herein, all references in this Agreement to a particular agreement, instrument or document also shall refer to all schedules or exhibits, renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document;
- references to any amount as on deposit or outstanding on any particular date means such amount at the close of business on such day;
- any payment that otherwise would be due on a day that is not a Business Day shall be deemed to be due on the first Business Day thereafter;
- References to money or dollar amounts (“\$”) means United States Dollars unless otherwise specified;
- A reference to any Person includes such Person’s successors and assigns;
- accounting terms not otherwise defined shall be construed in accordance with United States generally accepted accounting principles;
- terms other than those defined within this Agreement shall be given their plain English meaning, and those terms, acronyms and phrases known in the applicable industry and business contexts shall be interpreted in accordance with their generally known meanings in those industries or other business contexts; and,
- when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

2. RIGHTS AND RESPONSIBILITIES OF UICA

(a)(i) UICA agrees that during the Term it will endorse the Program exclusively and that neither UICA nor any UICA Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) endorse, sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the UICA Licensed Trademarks in relation to or for promoting any Financial Service Products (or the use of any Financial Service Products) of any entity other than Bank; (iii) sublicense, allow University to license, or use or allow to exist the use by others of the University Licensed Trademarks in relation to or for promoting any affinity credit card program other than the Credit Card Program of the Bank; (iv) sell, rent, license or otherwise make available the Member List or any other membership lists, mailing lists, or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank, provided that, UICA may disclose Member information or the Membership List pursuant to Applicable Law, but only to the extent that such disclosure is required by such Applicable Law, and provided UICA strictly follows all required procedures of Applicable Law and this Agreement governing such disclosure; and (v) allow the University to sell, rent, license or otherwise make available information about any current or potential Members in relation to or for promoting any credit card program of any entity other than Bank, except for lists and other information about students, faculty, staff, alumni and others to the extent such information is obtainable as part of the public record under Applicable Law. In addition, if UICA or any UICA Affiliate sells any product or service, in connection with such sales UICA shall not, and shall cause UICA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program.

(ii) Notwithstanding anything else in this Agreement to the contrary, UICA, its Affiliates and the University may each accept and/or disseminate print, on-line (including Wi-Fi transmitted), and other advertising and materials from any financial institution provided the advertisement or material do not contain (y) an express endorsement by UICA or its Affiliates of said financial institution or its Financial

Service Products; or (z) an express endorsement by the University of any credit card program other than that of the Bank.

(iii) UICA may solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of any Financial Service Products of any entity other than Bank: (x) during the twelve (12) months immediately preceding the end of the initial term of this Agreement, (y) during the twelve (12) months immediately preceding the end of any renewal term of this Agreement, and (z) upon receipt of a Party's notice of termination given hereunder, except that with respect to notice of termination provided pursuant to Section 11(a) hereof, such solicitation and discussion shall cease upon the breaching Party curing the material breach, which was the subject of the non-breaching Party's notice of termination, at any time before the end of the Cure Period.

(iv) UICA represents and warrants that it has contractually obligated the University to the covenants and representations applicable to the University as provided in this Agreement, and covenants to retain such contractual obligations in full force and effect throughout the term of this Agreement. For clarity, the exclusivity commitment to be obtained by UICA from the University only relates to the use of the Member List information and the University's Licensed Trademark(s) in connection with the Credit Card Program and not any other Financial Service Products; and further provided that the University retains all rights to release its lists and other information about students, faculty, staff, alumni and others to the extent such information is obtainable as part of the public record under Applicable Law.

(v) Notwithstanding anything in this Agreement to the contrary:

- (1) UICA or the University may accept or disseminate advertising from the University of Iowa Community Credit Union containing its name and/or trademarks provided that UICA does not endorse any Financial Service Product other than those provided by Bank and the University does not endorse any credit card program. The University of Iowa Community Credit Union is an independent credit union chartered under state law unaffiliated in any way with the University or UICA.
- (2) University may maintain on campus branch locations of one or more financial institutions to provide banking services (each an **"On-Campus Bank"**). The University's relationship with any On-Campus Bank shall not be construed as a breach of this Agreement provided that, except as otherwise provided in subsection (3) below: (i) neither UICA, UICA Affiliate, nor University provides, directly or indirectly, to an On-Campus Bank information about Members or students of University for the purpose of soliciting such persons for any Financial Service Product, except the University may provide names and other information about students, faculty, and staff of the University, and others to the full extent such information is obtainable as part of the public record under Applicable Law and (ii) neither UICA nor any UICA Affiliate endorses any of the On-Campus Bank's financial service products.
- (3) University may maintain a relationship with one or more financial institutions to provide an identification card with debit card, linked checking account, ATM and other financial service product functionality to matriculated students, faculty and staff of the University, and tenants of the University (the **"University ID Card Program"**). The University ID Card Program or any renewals thereof and any promotion thereof by the University or the relevant financial institution shall not be construed as a breach of this Agreement, provided that UICA and any UICA Affiliate do not provide to the provider of the University ID Card Program or the relevant financial institution for such program the

Member List or information about Members or students of the University for the purpose of soliciting such persons for participation in the University ID Program. For clarity, Bank acknowledges that: (y) University may provide to the provider of the University ID Card Program information about prospective students, students, faculty and staff, and tenants of the University for the purpose of soliciting for, or otherwise facilitating, such persons' participation in the University ID Card Program and (z) the University ID Card Program may utilize one or more Trademarks that are the same or similar as any Licensed Trademark. The UICA's use of the University ID Card Program cards for access to its facilities is not a violation of this Agreement.

- (4) University (presently through University's Athletics Department) may sponsor a checking account program through a financial institution (such program, and/or any renewal or replacement checking account program, the "**Bank Checking Program**"). The Bank Checking Program shall not be construed as a breach of this Agreement provided that: (i) neither UICA nor any UICA Affiliate provides, directly or indirectly, to the relevant financial institution the Member List or any information about Members or students of the University for the purpose of soliciting such persons for participation in the Bank Checking Program. For clarity, Bank acknowledges that University may provide to the relevant financial institution operating the Bank Checking Program names and address information of students, faculty and staff of the University to the full extent such information is obtainable as part of the public record under Applicable Law.

(vi) During the Term, UICA and University shall ensure that any debit card products offered after the Effective Date by University with another financial institution or entity other than Bank using the University Licensed Trademarks shall be reasonably distinguishable and not reasonably likely to cause customer confusion with the Financial Service Products offered pursuant to the Program.

(b) UICA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.

(c) UICA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, ATMs, telephone or any other mutually agreed upon means for participation in the Program.

(d) UICA shall have the right of prior approval of the depiction of Licensed Trademarks in Program advertising and solicitation materials to be used by Bank. If the Bank incurs a cost (*e.g.*, the cost of reissuing new credit cards) because of a change in the Licensed Trademarks and is unable to use up inventory of collateral and similar materials, Bank may deduct such costs from any Royalties due UICA. If such costs exceed Royalties then due UICA, upon demand UICA shall promptly reimburse Bank for all such costs unless (i) Bank receives at least one hundred twenty (120) days prior written notice of such change in Licensed Trademarks and is able to exhaust its existing inventories of applications, marketing, credit and debit, and other Program solicitation materials bearing the old Trademark or (ii) Bank is not required to issue replacement credit and/or debit devices that bear the changed Licensed Trademark.

(e) UICA grants Bank and its Affiliates a license to use the Member List with the Program in accordance with this Agreement. This license transfers to the assignee of this Agreement. At least once annually and within 30 days of Bank's request, UICA shall provide Bank with its entire and complete updated Member List free of any charge; provided, however, that UICA shall not include in any Member List the name and/or related information regarding any Member who has expressly requested that UICA not provide his/her personal information to third parties or who is under the age of eighteen at the time

the information was collected. In the event that Bank incurs a cost because of a charge assessed by UICA or its agents for an initial Member List or an update to the Member List, Bank may deduct such costs from any payments (including Royalties) then due UICA. If such costs exceed such payments, upon demand UICA shall promptly reimburse Bank for all such costs. UICA shall provide the first Member List, containing the required information for at least two hundred thousand (200,000) non-duplicate Member names, as soon as possible but no later than 30 days after UICA's execution of this Agreement. With each delivery to Bank, UICA represents and warrants that the Member List has been prepared in accordance with Applicable Law, including the ECOA and the GLBA.

(f) UICA shall, and shall cause any UICA Affiliates to, only provide information to or otherwise communicate (including chat and social media) with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to UICA. Notwithstanding the above, UICA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to UICA. Any correspondence received by UICA that is intended for Bank (e.g., applications, payments, billing inquiries) shall be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All reasonable overnight courier expenses incurred by UICA shall be paid by Bank. For any inquiries or requests received by UICA that are intended for Bank (e.g. general questions, name/address changes, deceased notifications), the person making the inquiry will be referred to contact the Bank.

(g) UICA hereby grants Bank and its Affiliates a limited, exclusive license to use the Licensed Trademarks solely with the Program and, subject to UICA's right of approval set forth in Section 2(d), on or in conjunction with all Financial Service Products. This license transfers to the assignee of this Agreement. This license shall remain in effect for the Term and as provided in Subsection 11(d). This license shall apply to the Licensed Trademarks, notwithstanding the transfer of such Licensed Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. UICA shall provide Bank all Licensed Trademark production materials (e.g., camera ready art) required by Bank for the Program as soon as possible but no later than 30 days after UICA's execution of this Agreement. Nothing stated in this Agreement prohibits: (i) UICA from granting to other persons a license to use UICA Trademarks or a sublicense to use University Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products or (ii) University from granting to other persons a license to use University Trademarks in conjunction with the providing of any other service or product, except for a credit card program. See also Subsection 2(a). As of the Effective Date and throughout the Term, UICA represents, warrants and covenants to Bank it has the exclusive right to grant such license to the Bank for use as contemplated hereby. The foregoing sentence shall survive the expiration or earlier termination of this Agreement. Bank acknowledges and agrees that, except as provided for in this Agreement, Bank does not acquire any right, title, or interest in the Licensed Trademarks or the Membership Lists by virtue of the licensed use.

(h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain Licensed Trademark, with or without other elements, shall belong exclusively to Bank. UICA may not (and shall cause its Subcontractors and their respective Representatives not to) use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program and only to the extent consistent with this Agreement. UICA shall not (and shall cause its Subcontractors and their respective Representatives not to) register or attempt to register any Program Trademark. The provisions of this Subsection 2(h) shall survive the expiration or earlier termination of this Agreement.

(i) Within 24 hours of receipt, UICA shall refer (and shall cause its Subcontractors and their respective Representatives to refer) each Consumer Complaint received to Bank, along with all relevant documentation and information reasonably related thereto to the extent within the possession or control of UICA (or its Subcontractors and their respective Representatives). To the extent reasonably requested, UICA shall (and shall cause its Subcontractors and their respective Representatives to) cooperate with and assist Bank in the resolution and remediation of each Consumer Complaint. The provisions of this Subsection 2(i) shall survive the expiration or earlier termination of this Agreement.

(j)(1) From time to time, Bank shall provide procedures, training and guidelines regarding Applicable Law as applied to Bank concerning certain UICA Activities conducted in furtherance of or related to the Program ("**Training**"). Initially and on an annual basis UICA shall and shall cause its Subcontractors and their respective Representatives to successfully complete such Training. Upon Bank's request, UICA shall cease to perform, and shall cause any Subcontractors (and their respective Representatives) to cease performing UICA Activities if Training, as initially or periodically required thereafter, is not completed by UICA, such Subcontractor (and their respective Representatives), as the case may be, to the Bank's satisfaction.

(2) Upon periodic request from Bank, UICA agrees to affirm (and to cause its Subcontractors and their respective Representatives to affirm) continued compliance with the obligations, responsibilities, representations and warranties under this Agreement (including Training) in writing. UICA grants (and to cause its Subcontractors and their respective Representatives to grant) Bank the right to monitor and review such compliance on the part of UICA, its Subcontractors (and its and their respective Representatives).

(3) UICA shall, and shall cause its Subcontractors (and their respective Representatives) to provide UICA Activities in accordance with the terms and conditions of the Agreement, Applicable Law, the Training and Bank's reasonable instruction. UICA shall be responsible for the full, faithful, complete, accurate and timely performance of all UICA Activities, whether performed by UICA or any Subcontractor (including their respective Representatives). UICA shall be liable to Bank as provided herein for any act or omission of its Subcontractors (and its Representatives) in connection with the performance or failure to properly perform any of UICA's obligation under this Agreement, including the UICA Activities. The provisions of this paragraph (3) shall survive the expiration or earlier termination of this Agreement.

(k) Upon prior written notice, UICA shall permit Bank and shall cause its Subcontractors (and their respective Representatives) to permit, facilitate, and cooperate with Bank's (including Bank's Representatives) audit, inspection, monitoring, testing, and review of UICA and Subcontractors (and their respective Representatives) with respect to UICA's and its Subcontractor's (and their respective Representative's) policies, procedures and controls in connection and compliance with Applicable Laws and records as they relate to the Program, Information security, UICA Activities, and performance of UICA's duties and obligations hereunder (including UICA Activities and whether undertaken or conducted by or delegated to UICA's Subcontractors and their respective Representatives). The scope of such audits, tests, or inspections shall be commercially reasonable, provided that Bank is able to fully complete such audits, tests, or inspections as provided for under Applicable Law. The Parties shall mutually determine the date, time, location and duration of the audit, tests or inspection, provided such date is within 10 days of Bank's written notice. UICA shall promptly remediate and cause its Subcontractors (and their respective Representatives) to promptly remediate any deficiencies found with respect to compliance with Applicable Laws, and this Agreement as a result of such audits, tests or inspections. UICA's failure or refusal to (1) cooperate and cause its Subcontractors (and their respective Representatives) to cooperate as aforesaid or to (2) promptly remediate any such deficiencies and cause

its Subcontractors (and their respective Representatives) to promptly remediate as aforesaid within 30 days of written notice to UICA shall be deemed a material breach by UICA of this Agreement. The provisions of this Subsection 2(k) shall survive the expiration or earlier termination of the Term for a period of two years.

(l) UICA shall maintain (and make available) at no additional cost to Bank, in a reasonably accessible location, all records pertaining to UICA Activities for the period of time as instructed in writing by the Bank with respect to such records or in absence of such instruction, the greater of: (i) a period of 7 years from the date of creation or the date to which such records relate; or (ii) as required by Applicable Law. Records available for review shall exclude any records: (i) pertaining to UICA's Members other than applicants to the Program or Customers; and (ii) deemed proprietary and confidential and not associated with UICA Activities. UICA will give prior notice to Bank of requests by any Governmental Authority for Bank's Information within UICA's possession or control (including, if applicable, that of its Subcontractors and their respective Representatives). At Bank's written request, UICA shall reasonably cooperate with Bank in seeking a protective order with respect to such Information. The provisions of this Subsection 2(l) shall survive the expiration or earlier termination of the Term and the conclusion of the Wind-Down Period.

(m) During the Term, solely to the extent prepared by or on behalf of UICA or otherwise made available to UICA and requested in writing by Bank, UICA will promptly deliver to Bank at UICA's expense a copy of findings from any independent audit firm attestation, assurance and/or audit report covering UICA's and Subcontractors (and their Representatives) operations as a services organization providing UICA Activities such as an SSAE 16, Type II Audit Report (or any successor or replacement reports hereafter provided for by the American Institute of CPAs or any successor organization), reports on any one or more of the ISO27000 series of standards (or any successor or replacement reports hereafter provided for by the ISO27000 Directory or any successor organization) and ISAE 3402 (or any successor or replacement reports hereafter provided for by the International Auditing and Assurance Standards Board or any successor organization). UICA will not require, and will cause its Subcontractors, their Representatives and preparers of such reports not to require, any further agreement as a condition to delivering such reports to Bank.

(n) UICA acknowledges that Bank has directed UICA's attention to 12 C.F.R. §1026.57(b) and UICA has reviewed that regulation with its legal counsel.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank shall design, develop, maintain, and administer the Program for the Members.

(b) Bank shall design all advertising, solicitation, and promotional materials used in the Program except for materials used in any Group Marketing Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of UICA.

(c) Bank shall bear all costs of producing and mailing materials for the Program except for materials used in any Group Marketing Effort.

(d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of UICA.

(e) Bank shall use the Member List provided pursuant to this Agreement in a manner consistent with this Agreement and shall not permit those entities handling the Member List to use them for any other purpose. Bank shall have the sole right to designate Members on the Member List to whom promotional material shall or shall not be sent. The Member List are and shall remain the sole property of UICA. However, Bank may maintain separately and shall own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and shall not be subject to this Agreement; provided however that Bank shall not use this separate information in a manner that would imply an endorsement by UICA.

(f) Subject to Applicable Law, Bank has the right to place Licensed Trademarks on gifts for individuals completing applications and on other premium items, including t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications (collectively, "**Premiums**"). Bank will use Premiums solely in connection with the Program. Notwithstanding the foregoing, Bank may obtain Premiums that bear Licensed Trademarks from University-approved licensees only. Upon request, UICA shall provide Bank with the name and contact information for each University-approved licensee necessary to create Premiums. UICA will have approval rights of the use and appearance of the Licensed Trademarks used on Premiums pursuant to Subsection 2(d), but grants Bank the right to use approved materials at Bank's discretion solely for the Program. Provided that Bank has used a University-approved licensee for Premiums, Bank will not be required to pay any third-party (e.g., any producer, licensor(ee), or manufacturer of Premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of UICA, an UICA Affiliate, or the University for such Premiums. UICA waives such payments from any third-party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third-party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties and/or Advance payments.

(g) Notwithstanding anything contained in this Agreement to the contrary, UICA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "**Bank Products**") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, when using UICA's Member List for Deposits, Bank agrees that it shall not market Bank Products (excluding Deposit Offers, as defined below), in direct mail copy, in an e-mail, or an outbound telemarketing solicitation, unless UICA consents to Bank's use of the Member List for such purposes. "**Deposit Offers**" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

(h) Bank shall not use (i) any Membership List during the term of this Agreement or thereafter or (ii) its list of Customers during the term of this Agreement, to offer Members or Customers any credit card other than a Credit Card Account; provided that Bank may market any other credit card to Members and Customers during the term of this Agreement, and thereafter, if the name and/or other necessary information of such Members or Customers is obtained by Bank through a source other than the Program, or the Customer or Member requests such a product or service. For clarity, nothing in this Agreement shall limit or prohibit Bank from marketing or offering any credit card product or program to Customers after the effective date of termination of this Agreement.

4. REPRESENTATIONS AND WARRANTIES

(a) UICA and Bank each represents and warrants to the other Party that as of the Effective Date:

(i) It is duly organized, validly existing and in good standing;

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;

(iii) This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

(iv) No consent, release, approval, or authorization from any third-party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect; and,

(v) The execution, delivery and performance of this Agreement by such Party shall not constitute a violation of Applicable Law.

(b) As of the Effective Date, throughout the Term and during the period that Licensed Trademarks may be used hereunder by Bank, UICA represents and warrants to Bank that UICA has the right and power to license the UICA Trademarks and sublicense the University Trademarks to Bank for use as contemplated by this Agreement and to license and provide the Member List(s) to Bank for the promotion of the Program. UICA shall indemnify, defend and hold harmless Bank, its Affiliates (including their respective Representatives) and all of their successors and assigns, from and against all liability, causes of action, and claims and shall reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses) arising from the license or sublicense granted herein, as the case may be, from Bank's use of the Licensed Trademarks in reliance thereon, or from the Bank's use of any Member List(s) by Bank for the Program. Each Party shall promptly notify the other Party upon learning of any claims or complaints relating to the license or the use of any Licensed Trademarks or Member List. The provisions of this Subsection 4(b) shall survive the expiration or earlier termination of this Agreement.

(c) As of the Effective Date and throughout the Term, UICA represents and warrants that neither it nor its Subcontractors (and their respective Representatives, and their Agents) is the subject of any sanctions imposed by Applicable Law administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is UICA or its Representatives or Subcontractors located, organized or resident in a country or territory that is the subject of Sanctions. UICA represents and warrants that neither it nor its Representatives and Subcontractors has, or during the Term will, violate any Sanctions. UICA represents and warrants that neither it nor its Subcontractors (or their respective Representatives, or their Agents) will use this Agreement or any of the benefits obtained hereunder to fund or engage in any activities with any Person or in any country or territory, that, at the time of such funding or activity, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions. The provisions of this Subsection 4(c) shall survive the expiration or earlier termination of this Agreement.

5. ROYALTIES AND GIP COMPENSATION

(a) In consideration for UICA's licensing or sublicensing of Licensed Trademarks and Member List to Bank in accordance with this Agreement, during the Term and subject to the terms and conditions of this Agreement, Bank shall pay Royalties as described in Schedule A-1 to UICA with respect to accounts in good standing.

(b) No payments shall be paid to UICA until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A-1 and A-2, respectively, payment of Royalties (under this Section 5) and GIP Compensation (under Section 11) then due shall be made, in arrears, approximately 45 days after the end of each calendar quarter. A Royalty and GIP Compensation report, certified by an officer of Bank as to accuracy, shall show the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the Net Retail Spend, made during the preceding calendar quarter. Approximately forty-five (45) days (but not more than 60 days) after the end of the calendar quarter next following the effective date of termination of this Agreement, Bank shall provide UICA a final Royalty and GIP Compensation report, reflecting any remaining Royalty or GIP Compensation as may be due up to and including the effective date of termination of this Agreement. All Royalties and/or GIP Compensation payments due under this Agreement are subject to adjustment by Bank for any overpayment of Royalties and/or GIP Compensation by Bank under this Agreement.

(c) If at any time during the Term any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a *de minimis* adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("**Impact**"), then Bank may notify UICA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within 30 business days after UICA's receipt of Bank's notice, the Parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to UICA, upon 90 days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Subsection 5(c), such terminated program remains subject to the applicable survival provisions, if any and any other Section that by its terms are meant to survive the expiration or earlier termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

(d) Notwithstanding anything in this Agreement to the contrary, Bank will not be required to pay Royalties or any other compensation to UICA with regard to, as a result of opening, or based upon any student Credit Card Accounts.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including changes to its terms and features (including the terms and features of the Financial Service Products offered pursuant to the Program).

7. CONFIDENTIALITY

(a) The terms of this Agreement, any proposal, financial information, performance information, proprietary information (including trade secrets), legally privileged information and information of third parties provided by or on behalf of one Party to the other Party (or, to the extent applicable, its Subcontractors or any of their respective Representatives, and collectively with the other Party, "**Recipient**") prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("**Information**") are confidential as of the date of disclosure. Information shall be deemed to include information developed, produced or derived from any of the foregoing. Such Information shall not be disclosed by the Recipient to any other Person, except as expressly permitted under this Agreement or as mutually agreed in writing.

(b) A Recipient shall be permitted to disclose such Information (i) to its accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (collectively, its "**Agents**") as necessary for the performance of their respective duties, provided that such Agents agree to treat the Information as confidential and such Agent is subject to enforceable confidentiality provisions at least as restrictive in this Agreement, or (ii) as required by Applicable Law or requested by any Governmental Authority (including UICA's compliance with 12 C.F.R. §1026.57(b)). A Recipient shall be liable for any breach of the Section by its Agents.

(c) UICA shall keep and shall cause its Subcontractors and their respective Representatives to keep) all Information (including Nonpublic Personal Information, the Accountholder List and Accountholder Information) confidential and shall not make any copies of any kind or transfer, provide, trade, give away, barter, lend, send, sell, or otherwise disclose (collectively "**transfer**") (and shall cause its Subcontractors and their respective Representatives not to make or transfer) any such information to any other entity or individual for any reason, except as required by this Agreement or for uses agreed to in writing by Bank prior to any such transfer. For the avoidance of doubt, UICA shall be liable for any breach of this Section by its Subcontractors and their respective Representatives. If UICA receives a request or demand to disclose Information (including Nonpublic Personal Information, the Accountholder List and Accountholder Information) pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, UICA will: (i) immediately notify Bank of the existence, terms, and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of such information to be disclosed that Bank designates.

(d) During the Term and thereafter until UICA and its Subcontractors and their respective Representatives and Agents no longer have in their possession or control Bank's Information UICA will have, maintain and continually assess (and cause its Subcontractors and their respective Representatives and Agents to have, maintain and continually assess) an information security program that is designed to: (i) ensure the security, integrity and confidentiality of Information (including use of a change control process to ensure that access to its systems (and those of its Subcontractors and their respective Representatives and Agents) and Information is controlled and recorded); (ii) protect against any anticipated threats or hazards to the security or integrity of Information which includes the use of up-to-date commercially available virus and malicious code detection and protection products; (iii) protect against unauthorized access to or use of Information that could result in substantial harm or inconvenience to a Customer or applicant in respect of the Program; and (iv) ensure the proper return of Information to Bank and/or the proper disposal of Information.

(e) During the Term and thereafter until UICA and its Subcontractors and their respective Representatives and Agents no longer have in their possession or control Bank's Information UICA will (and cause its Subcontractors and their respective Representatives and Agents to): (i) notify Bank in writing within twenty four hours; and (ii) promptly call the Bank of America Incident Response Team at (800) 207-2322, Option 1 (or such other toll-free number provided by Bank from time to time) in the event of a breach of security or the detection of any suspicious activity relating to an information security breach or attempted breach that could include Information, whether in UICA's possession or in the possession of an affiliate, employee, volunteer, agent, and/or Representative. UICA will cooperate fully (and cause its Subcontractors and their respective Representatives and Agents to cooperate fully) with Bank to investigate, resolve, and control security incidents that may relate to Information provided to UICA. UICA will reimburse Bank for its cost of producing and mailing any notice required by Applicable Law that informs the Customer of a security breach and will pay for any credit monitoring service or other remedy that is provided to affected Customers. UICA will monitor (and will cause its Subcontractors and their respective Representatives and Agents to monitor) industry-standard information channels for newly identified system vulnerabilities and fix or patch any identified security problem in an adequate and timely manner. Unless otherwise expressly agreed in writing, "timely" will mean that UICA will introduce (and cause its Subcontractors and their respective Representatives and Agents to introduce) such fix or patch as soon as commercially reasonable after UICA (or its Subcontractors and their respective Representatives and Agents) becomes aware of the security problem). This obligation extends to all devices that comprise UICA's system (or that of its Subcontractors and their respective Representatives and Agents), including application software, databases, servers, firewalls, routers and switches, hubs and to all of UICA's other Information handling practices.

(f) The provisions of this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. TERM OF AGREEMENT

(a) The initial term of this Agreement shall begin on the Effective Date and unless sooner terminated in accordance with this Agreement or by further agreement of the Parties, end on December 31, 2025 ("**Initial Term**").

(b) This Agreement shall automatically extend at the end of the Initial Term or any renewal term for successive one-year periods, unless sooner terminated in accordance with this Agreement or by further agreement of the Parties (each a "**Renewal Term**"; and together with the Initial Term, the "**Term**"), unless either Party gives written notice of its intention not to renew at least 90 and not more than 180 days, prior to the end of the then current Term.

9. STATE LAW GOVERNING AGREEMENT

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by, and construed and enforced in accordance with, the internal Laws of the State of Delaware applicable to contracts entered into and performed entirely within the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and excluded.

10. GROUP MARKETING

(a)(1) With Bank's prior written consent, UICA may conduct solicitation efforts for credit card products offered under the Program; provided UICA pays for all marketing and solicitation expenses associated with such efforts; and further provided the Parties mutually agree that such marketing shall qualify for treatment pursuant to this Section 10 ("**Group Marketing Effort**" or "**GIP**"). UICA will design and produce, at its expense, all marketing material with regard to any Group Marketing Effort. UICA will seek Bank's approval at least sixty (60) days prior to its desired date to engage in any GIP.

(2) Credit Card Accounts generated from any GIP will entitle UICA to the compensation for GIP specified in Schedule A-2 ("**GIP Compensation**"), subject to the other terms and conditions of this Agreement.

(b) All GIP marketing materials must be coded by UICA as instructed by Bank for tracking purposes. Notwithstanding anything in this Agreement to the contrary, Credit Card Accounts opened from or arising out of marketing materials available to, or inquiries from Members which do not contain or reference such coding shall not constitute GIP Accounts and will not qualify for any GIP Compensation.

(c) Bank will have the right of prior approval of all marketing materials to be used in any Group Marketing Effort. Bank has control over, in its sole discretion, the commencement, scope, timing, content and continuation of any Group Marketing Effort. In furtherance of the above, UICA shall immediately discontinue any or all Group Marketing Efforts upon receipt of, and in accordance with any written notice from Bank requesting such discontinuance. UICA will not deviate from the approved materials and plan for any Group Marketing Effort.

(d) All costs incurred by Bank in producing and mailing materials requested by UICA and created pursuant to any Group Marketing Effort or of supporting any Group Marketing Effort will be promptly reimbursed by UICA upon demand.

(e) With respect to any Group Marketing Effort, UICA will comply and cause its Subcontractors and their respective Representatives to comply with all Applicable Law, and Bank's instruction and Training.

(f) UICA will advertise all the products offered under the Program on UICA's webpage, account profile pages and such other prominent locations within the internet site(s) of UICA as the parties shall mutually agree upon, all at UICA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle UICA to the GIP compensation set forth in Schedule A-2, subject to the other terms and conditions of this Agreement. UICA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, UICA will provide Bank with the ability (including unique login credentials) to access any and all pages within the UICA internet site(s), including any "members only" or other restricted access pages that display Program material.

(g) During the Term, UICA agrees to conduct on its own, at its expense and on an ongoing basis the following Group Marketing Efforts for Deposits offered under the Program: (i) online marketing efforts, which would include hyperlinks to a Bank Deposits application and/or Bank inbound application telephone number(s), which shall include, but not be limited to, standalone e-mails, e-newsletters, welcome kit e-mails, and digital magazines; and (ii) offline marketing efforts, which would include either Deposit applications and/or Bank inbound application telephone number(s), which shall include, but not

be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging.

(h) Subsections (c), (d), and (e) of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. TERMINATION

(a) In the event of any material breach of this Agreement by either Party, the other Party may terminate this Agreement by giving notice to the breaching Party. This notice shall (i) include a description of the material breach; and (ii) state the Party's intention to terminate this Agreement. If the breaching Party does not cure or substantially cure such breach within 60 days after receipt of notice, as provided herein (the "**Cure Period**"), then this Agreement shall terminate 60 days after the Cure Period.

(b) If either the Bank or UICA:

- (i) commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor laws;
- (ii) is subject to an involuntary case against such Party under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;
- (iii) is appointed a custodian by a court of competent jurisdiction, or such Party makes an assignment of all or substantially all of its assets to such a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for such Party or all or substantially all of its assets;
- (iv) fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so;
- (v) makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation;
- (vi) becomes insolvent in that its liabilities exceed its assets; or
- (vii) ceases to conduct business for a period of over two weeks,

then the other Party may immediately terminate this Agreement upon written notice given by such Party as provided herein.

(c) Upon the expiration or earlier termination of this Agreement, Bank shall, except as set forth in Subsection 11(d), cease to use the Licensed Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by Applicable Law. Upon the expiration or earlier termination of this Agreement, Bank shall not claim any right, title, or interest in or to the Licensed Trademarks or to the Member List. The provisions of this Subsection 11(c) shall survive the expiration or earlier termination of this Agreement.

(d) Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by or on behalf of UICA or any UICA Affiliate to the Members. Upon expiration or earlier termination of this Agreement, Bank shall have until the later of (i) 90 days from the termination or expiration date or (ii) as

soon as operationally reasonable by the Bank to: (x) suspend marketing and remove marketing materials from Bank's marketing channels; (y) use Licensed Trademarks in connection with existing Deposit Accounts, Credit Card Accounts and those opened during such period; and, (z) remove Licensed Trademarks from Program collateral and account materials in Bank's or its Affiliates' possession, such as statements, welcome packages, and card carriers. UICA shall not attempt to cause the removal of Licensed Trademarks from any Person's credit devices, debit devices, checks or records of any Customer existing as of the day 90 days immediately following the expiration or earlier termination of the Term. Bank shall have the right to use Licensed Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion and issue credit cards bearing Licensed Trademarks until such date. The provisions of this Subsection 11(d) shall survive the expiration or earlier termination of this Agreement.

(e) If Applicable Law has or could have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("**Event**"), Bank may notify UICA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within 30 business days after UICA's receipt of Bank's notice, the Parties have not, for whatever reason, fully executed an addendum that is satisfactory to both Parties, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to UICA, upon 90 days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Subsection 11(e), such terminated program remains subject to the Sections in the Agreement that by its express terms are meant to survive the expiration or earlier termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

(f) For the 1 year period immediately following the expiration or earlier termination of this Agreement for any reason, UICA agrees that neither UICA nor any UICA Affiliate shall, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, UICA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by UICA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members. The provisions of this Subsection 11(f) shall survive the expiration or earlier termination of this Agreement.

(g) If ordered or requested to do so by any Governmental Authority, Bank may terminate this Agreement without further obligation or penalty upon reasonable prior notice to UICA effective as of the date specified in such notice or as required by such Governmental Authority.

(h) Within 60 days after expiration or earlier termination of this Agreement, UICA agrees that it shall (and shall cause its Subcontractors and their respective Representatives to): (i) promptly destroy and purge from all its systems all Bank Information, including Nonpublic Personal Information; and (ii) return or destroy all such Bank Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. UICA shall (and shall cause its Subcontractors and their respective Representatives to) destroy all such Bank Information in accordance with Bank's then-current destruction policy. UICA shall have the right to retain a copy of Information of Bank only to the extent required by Applicable Law or as is necessary in connection with the Bank's

performance of its post-termination/expiration obligations, provided that such retention is in accordance with and continues to be subject to this Agreement and UICA destroys such Information within 60 days after the requirement of Applicable Law expires or Bank has fully performed its post-termination/expiration obligations.

12. MISCELLANEOUS

(a) This Agreement cannot be amended, modified or supplemented except by written agreement signed by the authorized agents of all Parties. Emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Subsection 12(a); provided, however that changes of address/person may be accomplished by plain body of an e-mail delivered as provided below in Subsection 12(f).

(b) This Agreement (a) is a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect to the subject matter hereof, (b) collectively constitute the entire agreement of the Parties with respect to the subject matter hereof, and (c) supersede(s), merge(s), and integrate(s) herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties (including the Previous Agreement except as expressly provided herein), whether oral or written, with respect to the subject matter hereof.

(c) Notwithstanding anything to the contrary herein, no waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The provisions of this Subsection 12(c) shall survive the expiration or earlier termination of this Agreement.

(d) Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.

(e) It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction or Governmental Authority to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) All notices required by this Agreement must be given in writing in order to be valid. Notices shall be deemed given: (i) upon receipt if sent hand delivery or facsimile; (ii) 1 business day after sending prepaid by nationally or internationally recognized overnight or express courier or service; (iii) 3 business days after mailing by registered or certified mail, postage prepaid, return receipt requested; or (iv) at the time that notice of receipt is generated electronically as a result of the recipient

opening the email (*i.e.*, read request receipt, which some recipients might be able to prevent) or at the time that the sender can demonstrate electronically that the email has been delivered (*i.e.*, by requesting a delivery receipt), or at such other time as the recipient acknowledges receipt. To be valid for purposes of this Agreement, all notices must be addressed as follows:

(1) If to UICA:

State University of Iowa Foundation d/b/a University of Iowa Center for Advancement
Levitt Center
100 W Park Road P.O. Box 4550
Iowa City, Iowa 52244-4550

ATTENTION: Lynette Marshall,
President

Facsimile: (319) 335-2520
e-mail: Lynette.Marshall@foriowa.org

(2) If to Bank:

Bank of America, N.A.
MS DES-003-01-07
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Facsimile: 206-585-9732
e-mail: cadminis@bankofamerica.com

(3) Any Party may change the mail and e-mail addresses to which communications are to be sent by giving notice, as provided herein, of such change of address. Communication sent using e-mail properly addressed as required by this Section 12(f) shall be presumed properly sent notwithstanding the receipt by the sender of an undeliverable notice or similar automated response, provided an alternate form of notice is promptly implemented upon receipt of such notice or response.

(g) Without the prior written consent of Bank, UICA will not (and shall cause its Subcontractors and their respective Representatives to not) assign any of its rights or delegate any of its (or their) obligations under or arising from this Agreement, including access to the Bank's data (including Information) and operational systems. Bank may use the services of any third-party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be performed, offered or provided by or through Bank's Affiliates.

(h) The Parties are not agents, joint or co-venturers, representatives or employees of each other. Neither Party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any Person other than the Parties hereto or to make or render any such other Person a third-party beneficiary of this Agreement, except to the extent a Person has a right to be indemnified under this Agreement. The provisions of this Subsection 12(i) shall survive the expiration or earlier termination of this Agreement.

(j) [INTENTIONALLY OMITTED]

(k) Neither Party shall make any statement, whether written, oral or otherwise, to any Person which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, the Program or the Financial Service Products offered therein, whether or not the statement is true and whether or not it is characterized as confidential.

(l) Neither Party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed Party ("**force majeure condition**"). The non-delayed Party shall have the right to terminate this Agreement if such force majeure condition endures for more than 120 days by providing the delayed Party with at least 30 days prior written notice of such termination, which notice must be received by the delayed Party within 10 days after the expiration of the 120 day period.

(m) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. The Parties agree that if a representative of each of the Parties signs this Agreement (whether manually or electronically) and transmits such Agreement to the other Party or Parties via facsimile or electronically transmitted portable document format, the Agreement shall be treated in all manner and respects as having an original signature (or counterpart thereof) and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of a Party, each other Party hereto shall re-execute original forms thereof and deliver them to all other Parties. No Party shall raise the use of a facsimile machine, electronic signature or electronic transmission in portable document format or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic transmission in portable document format as a defense to this Agreement and each such Person forever waives any such defense. The provisions of this Subsection 12(m) shall survive the expiration or earlier termination of this Agreement.

(n) This Agreement is the product of negotiations between the Parties hereto having the assistance of counsel and other advisors. No provision of this Agreement shall be read, construed or interpreted for or against either Party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

(o) UICA agrees to cooperate with (and to cause each UICA Subcontractor, and their respective Representatives, to cooperate with) each Governmental Authority with jurisdiction over Bank in connection with any examination or other supervisory activity by such Governmental Authority. The provisions of this Subsection 12(o) shall survive the expiration or earlier termination of this Agreement.

(p) Neither any submission of this document by one Party to the other, nor any correspondence or other communications between the Parties in connection therewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the Parties unless and until one or more duplicates of this document has been fully executed and delivered between the Parties hereto, whereupon this document shall become the binding Agreement. Accordingly, any such submission or communications or correspondence between the Parties or their respective agents or attorneys is intended only as non-binding discussions, and either Party shall have the absolute right to withdraw from such discussions at any time without any liability whatsoever to the other Party.

(q) Each Party hereto acknowledges and agrees that any controversy which may arise under this Agreement or any related agreement is likely to involve complicated and difficult issues, and therefore each such Party hereby irrevocably and unconditionally waives any right such Party may have to a trial by jury with respect to any litigation between or among the Parties directly or indirectly arising out of or relating to this Agreement or any related agreement, or the transactions contemplated by this agreement or any related agreement. Each Party hereto certifies and acknowledges that: (a) no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver; (b) such Party understands and has considered the implications of this waiver; (c) such Party makes this waiver voluntarily; and (d) such Party has been induced to enter into this Agreement and each related agreement by, among other things, the mutual waivers and certifications in this Subsection 12(q). The provisions of this Subsection 12(q) shall survive the expiration or earlier termination of this Agreement.

(r) Except as expressly provided otherwise in this Agreement, no right or remedy herein conferred upon or reserved to either Party (including any termination pursuant to Section 11) is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under law or regulation, whether now or hereafter existing.

(s)

(1) EXCEPT AS PROVIDED HEREIN OR IN (2) BELOW, IN NO EVENT SHALL ANY PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTIES OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE OF DATA, OR LOST REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(2) THE LIABILITY LIMITATION SET FORTH IN (1) ABOVE SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION HEREUNDER NOR TO DAMAGES OR LIABILITIES ARISING FROM A MATERIAL BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.

(t) As of the Effective Date, the Parties hereby agree that the Previous Agreement is amended and restated by this Agreement, and the Parties, rights and obligations with respect to the Program shall be

governed by the terms and conditions of this Agreement; provided, however, that the Previous Agreement shall govern the Parties' relationship with respect to any claim or obligation arising prior to the Effective Date.

13. ACCOUNTHOLDER LIST

- (a) If no notice of termination has been given by either Party, and no event of default of UICA has occurred, or would have occurred but for the giving of notice or the passage of time or both, during the Term, Bank will, from time to time as agreed by the Parties, furnish an Accountholder List to UICA. Notwithstanding any provision of this Agreement to the contrary, Bank will not be required to furnish and may restrict UICA's use of any Accountholder List or Accountholder Information, if Bank is prohibited from disclosing the same or permitting such use because of Applicable Law, Bank-wide privacy policy, public privacy pledge, or individual present or former Accountholder request, or if furnishing the Accountholder List or Accountholder Information or its intended use would create an additional regulatory or compliance burden on Bank.
- (b) UICA will not use the Accountholder List for any purpose not expressly permitted by Bank in this Agreement or in a separate writing prepared by Bank and delivered from time to time to UICA. UICA will secure the Accountholder List in accordance with the requirements of this Agreement and, Bank's instructions as communicated by Bank to UICA from time to time. UICA will only permit access to the Accountholder List to those employees of UICA who need such access to perform their duties relating to this Agreement. UICA will inform such employees of UICA's duties and limitations under this Agreement, and enforce compliance therewith.
- (c) Any Accountholder List furnished to UICA may contain dummy information (e.g., names, account information, addresses, etc. unknown to UICA) for the purpose of detecting unauthorized use of an Accountholder List. A violation of this Section is conclusively proven and the relief specified below will be deemed owed when Bank establishes the following conditions: (i) that Bank placed dummy information on the list (e.g., name(s), account information, address(es), etc.); (ii) that the dummy information received any mailings which were sent or generated outside the scope of the permitted use of the Accountholder List; and (iii) that identical dummy information was not furnished by Bank or its affiliates to any third-party.
- (d) UICA agrees Bank will be entitled to injunctive relief to prevent violation or further violation by UICA and/or its Members, employees, volunteers, agents, or representatives of this Section. Nothing in this Agreement will be construed as prohibiting Bank from pursuing any other remedy on account of such violation or further violation (including threatened violation).
- (e) UICA will return to Bank each Accountholder List, in the same form as received by UICA within thirty (30) days of receipt of such Accountholder List. Within 30 days after the effective date of termination of the Agreement, UICA agrees that it will: (i) destroy and purge from all its systems all Accountholder Lists and Accountholder Information; and (ii) return or destroy within thirty (30) days all Accountholder Lists and Accountholder Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. UICA will perform all destruction of Accountholder Lists and Accountholder Information in accordance with Bank's then current destruction policy.
- (f) UICA will notify Bank in writing within twenty-four (24) hours after its discovery of any breach of security or the detection of any suspicious activity relating to an information security breach or attempted breach that could include the Accountholder List or Accountholder Information. UICA will

cooperate fully with Bank to investigate, resolve and control security incidents. UICA will reimburse Bank for its cost of producing and mailing any notice required by law or regulation that informs the Accountholders of a security breach. UICA will monitor industry-standard information channels (bugtraq, CERT, OEMs, etc.) for newly identified system vulnerabilities and fix or patch any identified security problem in an adequate and timely manner. Unless otherwise expressly agreed in writing, "timely" will mean that UICA will introduce such fix or patch as soon as commercially reasonable after UICA becomes aware of the security problem. This obligation extends to all devices that comprise UICA's system, e.g., application software, databases, servers, firewalls, routers and switches, hubs, etc., and to all of UICA's other Information handling practices.

(g) Because the nature of Information regarding Cardholders and Credit Card Accounts makes an evaluation of damages after a violation of this Agreement impossible, then if UICA or its Subcontractors and their respective Representatives and Agents including any of their respective officers, directors/members, employees, volunteers, agents, and/or representatives uses such information in a manner that violates this Agreement or a breach of secured limited access occurs, Bank will be entitled to damages from UICA of twenty dollars (\$20.00) for each instance in each category of information (*e.g.*, names, addresses, etc.) used or accessed in violation of this Section. In addition, Bank will be entitled to injunctive relief to prevent violation or further violation of this Section by UICA (or its Subcontractors and their respective Representatives and Agents) including their respective Members, employees, volunteers, agents, or representatives. Nothing in this Section will be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach of this Subsection. The limitation set forth in Section 12(s) shall not apply to this Subsection.

(h) The provisions of this Section 13 except for Subsection (a) shall survive the expiration or earlier termination of this Agreement.

[Remainder of this page intentionally blank – signature page follows]

IN WITNESS WHEREOF, each of the Parties, by its representative (who represents and warrants to the other Party that he or she has the necessary authority to bind his or her respective Party), has executed this Agreement as of the date first above written.

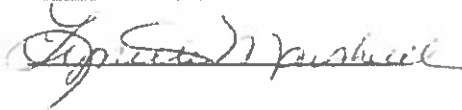
State University of Iowa

Foundation

d/b/a University of Iowa Center

for Advancement

By:



Name:

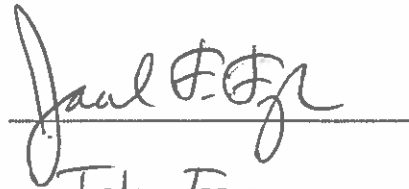
Lynette L. Marshall

Title:

President and CEO

Bank of America, N.A.

By:



Name:

Jake Frego

Title:

Senior Vice President

Schedule A-1
Royalties

I. ROYALTY ARRANGEMENT

During the Term, Bank shall pay UICA quarterly in arrears, a Royalty calculated as follows. Bank may create a special class of consumer accounts for UICA employees under the Program, and shall not pay royalties for such designated accounts. For the avoidance of doubt, all Royalties to be paid hereunder shall also apply to all accounts in good standing that were existing under the Previous Agreement, and the applicable Royalties attributable to such accounts accruing during the term of this Agreement shall also offset against the Royalty Advances under this Agreement described below in Subsection E. All Royalty payments due under this Agreement are subject to adjustment by Bank for any prior overpayment of Royalties by Bank under this Agreement.

A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) once for each new Credit Card Account opened (other than a GIP Account) after it becomes an Activated Account.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the immediately preceding twelve (12) months.
3. 0.50% (fifty basis points) of the Net Retail Spend generated by Customers using Credit Card Accounts (other than reward accounts).

B. REWARD ACCOUNTS

Reward Account Royalty payment provisions will not affect any other Royalty payment provisions contained this Schedule A-1, and the Royalty payment provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$3.00 (three dollars) once for each new Reward Account opened, after it becomes an Activated Account. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Account for which the Annual Fee is paid by the Customer. If no Annual Fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all Net Retail Spend generated by Customers using Reward Accounts.

C. PREMIUM REWARD ACCOUNTS

Premium Reward Account Royalty payment provisions will not affect any other Royalty payment provisions contained in this Schedule A-1, and the Royalty payment provisions referencing any other form of Credit Card Accounts will not apply to Premium Reward Accounts.

1. \$3.00 (three dollars) once for each new Premium Reward Account opened after it becomes an Activated Account. This Royalty will not be paid for any account which, after opening, converts to a Premium Reward Account, or for any Premium Reward GIP Account.
2. \$3.00 (three dollars) for each Premium Reward Account for which the Annual Fee is paid by the Customer. If no Annual Fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Premium Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Premium Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Premium Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.05% (five basis points) of all Net Retail Spend generated by Customers using a Premium Reward Account.

D. DEPOSIT ACCOUNTS

During the Term, UICA will receive the Deposits Royalties set forth below. Deposits Royalty payment provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section D, Deposit Accounts are not eligible for any other Royalty payment provisions contained in the Agreement. Further, Deposit Royalties will not be paid to UICA on any existing deposit account that is converted to the Program.

1. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date. An additional \$2.00 (two dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made approximately forty-five (45) days after the end of each calendar quarter.

E. ROYALTY ADVANCE

1. Upon full execution of this Agreement by Bank, and upon each annual anniversary of the Effective Date in 2020 through 2023, respectively, during the Initial Term of this Agreement, Bank shall pay to UICA as follows: three hundred seventy-five thousand dollars (\$375,000.00) in 2019, two hundred fifty thousand dollars (\$250,000.00) in 2020, two hundred thousand dollars (\$200,000.00) in 2021, one hundred seventy-five thousand dollars (\$175,000.00) in 2022 and one hundred fifty thousand dollars (\$150,000.00) in 2023 (each an "**Advance**," and in the aggregate "**Advances**"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued shall, in lieu of direct payment to UICA, be applied against the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to UICA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to UICA hereunder, and (y) UICA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank under this Agreement and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

(i) the Agreement is terminated in accordance with its terms prior to the end of the Initial Term as stated in this Agreement as of the Effective Date;

(ii) UICA materially breaches any of its obligation under this Agreement and fails to cure such breach, after notice thereof from Bank, within the applicable Cure Period;

(iii) Bank is prohibited by Applicable Law or otherwise prevented, through no fault of the Bank, from conducting at least six (6) direct mail campaigns to the full updated Member List during each consecutive twelve (12) month period during the Initial Term;

(iv) Bank is prohibited by Applicable Law or otherwise prevented, through no fault of Bank, from conducting at least two (2) e-mail campaigns to the full updated Member List during each consecutive twelve (12) month period during the Initial Term; and

(v) Bank shall not be prohibited from conducting promotion campaigns at major UICA alumni events (excluding development and fundraising events) during each consecutive twelve (12) month period during the Term.

For the avoidance of doubt, in the event there is no termination of the Agreement resulting from the occurrence of any of the foregoing items (i) through (v), then subject to repayment of all unearned Advances by UICA to Bank as provided above, UICA shall continue to accrue and receive Royalties in accordance with this Agreement, provided that Bank will not pay any further Advance under this Agreement, and will have no further obligation under Subsection F of this Schedule A-1.

2. If during any given year(s) during the Initial Term of this Agreement Bank recoups all prior Advances paid by it under this Agreement to UICA in prior years, and pays UICA Eligible Royalties accrued by UICA over and above the Eligible Royalties used by Bank to recoup such prior Advances (the ***"Paid Out Royalties"***), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

F. ROYALTY GUARANTEE

UICA shall be guaranteed to accrue Eligible Royalties (including the amount of the Advances under this Agreement) equal to or greater than one million one hundred fifty thousand dollars (\$1,150,000.00) (the ***"Guarantee Amount"***) by December 31, 2023, subject to the provisions set forth below. If on December 31, 2023 UICA has not accrued \$1,150,000.00 in Eligible Royalties, Bank will pay UICA an amount equal to the Guarantee Amount minus the sum of all Royalties accrued by UICA during the Initial Term and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E(1)(i) through (v) above.

Schedule A-2
GIP Compensation

GIP COMPENSATION ARRANGEMENT

During the term of this Agreement, Bank will pay UICA GIP Compensation calculated as follows for those accounts that qualify for such compensation pursuant to the terms of this Agreement. Any GIP Compensation paid by Bank to UICA shall not be a Royalty payment under the Agreement.

For clarity, GIP Compensation will not be paid for Student Credit Card Accounts. Bank may create a special class of consumer accounts for UICA employees under the Program, and will not pay GIP Compensation for such designated accounts.

A. CREDIT CARD ACCOUNTS

1. \$100.00 (one hundred dollars) once for each GIP Account opened after it becomes an Activated Account. Such GIP Accounts will not qualify for any other opening-of-an-account compensation.

B. REWARD ACCOUNTS

1. \$100.00 (one hundred dollars) once for each Reward GIP Account opened after it becomes an Activated Account. Such Reward GIP Accounts will not qualify for any other opening-of-an-account compensation.

C. PREMIUM REWARD ACCOUNTS

1. \$100.00 (one hundred dollars) once for each Premium Reward GIP Account opened after it becomes an Activated Account. Such Premium Reward GIP Accounts will not qualify for any other opening-of-an-account compensation.

April 25, 2019

State University of Iowa Alumni Association
dba University of Iowa Center for Advancement
Levitt Center
100 W Park Road P.O. Box 4550
Iowa City, Iowa 52244-4550
Attn: Lynette Marshall

Re: The Third Amended and Restated Affinity Agreement by and between, State University of Iowa Alumni Association and Bank of America, N.A. (as successor by merger to FIA Card Services, N.A. formerly known as MBNA America Bank, N.A.) ("**Bank**") entered into as of the 1st day of January, 2019, as it has been amended (the "**Agreement**").

Dear Ms. Marshall:

This constitutes notice pursuant to the Agreement that the notice address for the Bank has changed to:

Bank of America, N.A.
MS DE5-021-02-07
1000 Samoset Drive
Newark, DE 19713
ATTENTION: Contract Administration

Facsimile: 206-585-9732
e-mail: cadminis@bankofamerica.com

Please be guided accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Cooper".

Bank of America, N.A.