

CO BRANDED/AFFINITY PROGRAM CREDIT CARD AGREEMENT

("Agreement") by and between:

North Dakota State University
1340 Administration Ave
Fargo ND, 58105

("Affiliate")

AND

First Western Bank & Trust
900 S Broadway
Minot ND, 58701

("Bank")

AND

Bravera ("Licensee")
220 1st Ave West
Dickinson, North Dakota, 58601

WHEREAS, Affiliate is a public corporation which, among other things, provides education and economic service programs to interested parties (herein called "customers"); and

WHEREAS, Bank and Licensee designs, develops, and markets economic financial service programs to organizations such as Affiliate and their customers; and

WHEREAS, Bank has a contractual agreement with Licensee relating to the provision of credit card services; and

WHEREAS, Bank has developed a credit card program for the membership of Affiliate; and

WHEREAS; Affiliate desires to sponsor the aforementioned credit card program;

NOW, THEREFORE, Bank, Licensee, and Affiliate agree as follows:

1. RESPONSIBILITIES OF AFFILIATE

- A. Affiliate shall approve advertising material submitted by the Bank and which approval shall not be unreasonably withheld, prior to mailing or distribution to its customers.
- B. Affiliate agrees that Bank can use the name of Affiliate as mutually agreed upon by all parties on the credit cards issued under the Program.

2. RESPONSIBILITIES OF BANK

- A. Bank will be responsible for the credit approval or denial process and appropriate notifications for all card applications.
- B. Bank will be responsible for marketing, advertising, and promoting the card.
- C. Bank sets all interest rates, fees, and other parameters of the Program.
- D. Bank will be responsible for all of the credit card operations, including card production and delivery, adhering to all regulatory guidelines and procedures. The Bank will also be responsible for the production and delivery of monthly statements.
- E. Bank will make available all bank services to Affiliate cardholders that it normally makes available to its other cardholders so that Affiliate cardholders are insured that they receive the maximum value possible from their credit card account; provided, however, that no endorsement by Affiliate shall be utilized or implied for any service without prior written approval.
- F. Bank will be responsible for all card terminations, closures, and cancellations.
- G. Bank will be responsible for normal credit card losses.
- H. Bank will create the design and layout of the physical "NDSU / First Western Credit Card", which must be approved by the Bank, the Licensee, and the Visa International Service Association.
- I. Bank will actively promote the card and will develop distribution locations for the card applications.
- J. Bank will develop the application form in reference to all Visa Card guidelines and specifications.

3. RELATIONSHIP OF THE PARTIES

- A. It is agreed and understood that Bank is an independent contractors and not an agent or employee of Affiliate. Neither Bank, nor Affiliate shall have the power or authority to pledge or to bind or obligate the other in any manner for any purpose to any third party.
- B. It is agreed and understood that Bank will provide marketing services only with regard to the Program and each entity will be responsible for their own marketing expenses.

4. CONFIDENTIALITY OF AGREEMENT

Bank, Licensee and Affiliate hereby agree as an express term of this Agreement to maintain the confidentiality of the terms hereof and not to disclose such terms to any third party, including, but not limited to, from the date of execution below, any other like program or other credit card groups solicited by Bank, except by mutual written consent of both parties hereto provided, however, Bank, Licensee and Affiliate shall be permitted to disclose such terms to their accountants, legal and financial advisors or as required by law, including North Dakota open records laws

5. TERM OF AGREEMENT

- A. The initial term of this Agreement will be from the date hereof until five (5) years from date (the anniversary date). After the initial term, or any extension thereof, this Agreement shall remain in full force and effect, and will be automatically extended for successive one-year periods, unless either party gives written notice to the other party at least thirty (30) days prior to the anniversary date or any extension thereof.
- B. The indemnification provided for in Section 6 of this Agreement shall survive any termination of this Agreement.
- C. Also, upon termination it is understood by all parties that the Bank and licensee retain all rights, privileges, and responsibilities to the customer's accounts and which cannot be transferred.

6. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed, subject to and construed according to the laws of the State of North Dakota. Further, if any dispute arises out of or in connection with this agreement, all parties hereto agree to bring suit in North Dakota State Court. All parties hereto irrevocably submit to and consent to the jurisdiction of said State Courts.

7. WAIVER

The waiver or failure of any party to exercise in any aspect any right provided for in this Agreement shall not be deemed a waiver of any further or future right hereunder.

8. AGREEMENT TO BE BOUND-BY-CONTRACT

This Agreement shall be binding not only upon the parties hereto, but also upon their successors or assignees, to execute any instrument and to perform any acts which may be necessary or proper to carry out the purpose of this Agreement.

9. CONSTRUCTION OF AGREEMENT

Words of any gender used in this Agreement shall be held to include any other gender, and words in this singular number shall be held to include the plural where the sense requires.

10. SPECIFIC VISA INTERNATIONAL SERVICE ASSOCIATION REQUIREMENTS

- A. The trade name or trademark of the Licensee shall be clearly disclosed as the owner and issuer on all Visa cards bearing the trade name or trademark of the Affiliate and on all promotional materials used in connection with Customer accounts, whether produced by the Bank, Licensee, or Affiliate.
- B. The Bank agrees not to state or imply in any promotional material that Visa cards will be accepted only by a particular merchant or class of merchants.
- C. The Bank expressly acknowledges that ownership of the Co-Branded/Affinity Visa Card and use of a Visa-branded card is with Visa International Service Association and agrees that it will do nothing inconsistent with such ownership in that all use of the marks shall inure to the benefit of and be on behalf of Visa International Service Association.
- D. The Bank agrees that all use of the Co-Branded/Affinity Program Marks and the use of the Visa-branded card as well as the nature and quality of all services rendered under the Marks, shall conform to standards established and maintained by the Operating Regulations of Visa International and Visa U.S.A., Inc., and agrees upon request to supply Visa U.S.A., Inc., with specimens of all materials bearing these marks produced by or for such Affiliate.

11. SECTION CAPTIONS

The section captions as to contents or particular sections herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular sections to which they refer.

12. NOTICES

All notices and other communications relating to this Agreement shall be in writing and shall be deemed to have been given, made and received only when delivered against receipt, or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

A. If to Affiliate:

North Dakota State University
1340 Administration Ave
Fargo ND, 58105

B. If to Bank:

First Western Bank & Trust
900 S Broadway, P.O. Box 1090
Minot ND, 58701


C. If to Licensee:

Bravera
220 1st Ave West
Dickinson, North Dakota, 58601

Any addressee may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates indicated below.

North Dakota State University
1340 Administration Ave
Fargo ND 58105

By 
Title Director of Affiliates
Date 10/12/2022

STATE of North Dakota)
COUNTY OF Cass)

SCHEDULE A

GENERAL DESCRIPTION OF First Western Bank & Trust Customer PROGRAM FOR NDSU

The First Western Bank & Trust Customer Program (herein called the "program") is a unique credit card program offered as a special benefit to interested parties of NDSU (herein called "customers").

The program is being made available to customers in the form of Co-Branded/Affinity Visa cards.

By endorsing the program, NDSU authorizes the offer of this unique membership benefit service to its customers.

1. All applicants will be approved by the Bank subject to credit report and income verification.
2. There is no financial risk to the Affiliate inside the program or obligation on the part of the Affiliate for sponsoring the program.
3. Bank and Licensee assume all administrative responsibilities for this program so there is minimal involvement for Affiliate or Affiliate staff customers.
4. Bank will pay Affiliate \$10.00 per card opened. Amount will be deposited quarterly to the checking account #_____ of Affiliate. Any changes to the checking account number will require written notice to the Bank.

The following describes the details of the Program for Affiliate customers.

General benefits of the regular Affiliate Customer Credit Card Program offered to Affiliate customers by Bank.

1. Card Offered: Co-Branded/Affinity Card.
2. Number of Service and Business Establishments Accepting Cards: Over 2.0 million in the United States and over 4.0 million worldwide.
3. Annual Membership Fee: \$0.00
4. Extra Cards for Family customers: There will not be an extra charge for issuing additional cards to family customers. (Four cards per account maximum.)
5. Cash Advances: Affiliate customers may draw directly on their credit lines up to the available credit balance by making a cash advance at any bank offering Visa.
6. Annual Percentage Rate: 15.99%
7. Grace Period: No additional finance charges will be assessed on purchases other than charges if the total new Balance is paid by payment date (25 days from closing date on the monthly statement). Cash advances will begin to accrue upon posting to the account.
8. Minimum Credit Line: \$100.00
9. Repayment Terms: 5.00% of balance or \$10.00, whichever is greater.
10. Automatic Travel Accident Insurance: customers are automatically covered with up to \$100,000.00 accident insurance every time they purchase travel fare with their NDSU / First Western credit card.
11. Distinctive Cards: customers will be carrying a card with the NDSU name on it.
12. Access to Visa ATM Network: Access granted to the worldwide Visa ATM Network.
13. Charges:
 - * Late Fee: \$20.00
 - * Return Check Fee: \$25.00
 - * Overlimit Fee: 0.00
 - * Cash Advance Fee: 3.00% of amount advanced, but not less than \$5.00

ACCEPTED:

North Dakota State University
1340 Administration Ave
Fargo ND, 58105

By _____
Title _____
Date _____

STATE OF North Dakota)
COUNTY OF Cass)

On this _____ day of _____, 2022, _____, identified to me as _____, of the North Dakota State University, signed this Co-Branded/Affinity Credit Card Agreement "Schedule A" in my presence and acknowledged they did so knowingly, willingly, without coercion, and with proper corporate authority.

Notary Public

First Western Bank & Trust
900 South Broadway
Minot ND, 58701

By _____
Title _____
Date _____

STATE OF North Dakota)
COUNTY OF Ward)

On this _____ day of _____, 2022, _____, identified to me as _____, of First Western Bank & Trust, signed this Co-Branded/Affinity Credit Card Agreement "Schedule A" in my presence and acknowledged they did so knowingly, willingly, without coercion, and with proper corporate authority.

Notary Public

Bravera
220 1st Ave West
Dickinson, North Dakota, 58601

By _____
Title _____
Date _____

STATE OF NORTH DAKOTA)
COUNTY OF BURLEIGH)

On this _____ day of _____, 2022, _____, identified to me as the _____, of Bravera, signed this Co-Branded/Affinity Credit Card Agreement "Schedule A" in my presence and acknowledged they did so knowingly, willingly, without coercion, and with proper corporate authority.

Notary Public