

UNIVERSITY BANKING SERVICES LICENSE AGREEMENT

THIS UNIVERSITY BANKING SERVICES LICENSE AGREEMENT (herein "Agreement") is made and entered into effective as of May 31, 2026 by and between the Board of Regents of the University of Nebraska, a public body corporate (herein "University"), on behalf of its University of Nebraska-Lincoln campus (herein "UNL"), and Union Bank and Trust Company, a Nebraska banking corporation (herein "Bank"). **WHEREAS**, the University has caused to be prepared Request for Proposal Doc 1725905163 (the "RFP") for a full-service branch bank on UNL's campus to offer checking account, debit card and deposit transfer services among other services (the "Bank Services") to current University student, faculty and staff member;

WHEREAS, Bank has submitted to the University, in the manner and at the time specified, a proposal in accordance with the terms of the RFP (the "Proposal");

WHEREAS, the University, in the manner prescribed by law, has publicly advertised, opened and evaluated the proposals submitted in response to the RFP and, as a result, has determined to award the Bank Services contract to Bank. The bid opportunity detail, RFP and any Addenda thereto (the "Bid Documents"), along with a copy of the Proposal and Bank's responses to University's requests to clarify information are herein referred to as the "Contract Documents." The Contract Documents are specifically incorporated into this Agreement; and

WHEREAS, Bank desires to perform the Bank Services as set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, and in consideration of the mutual covenants, terms, conditions, privileges and obligations herein set forth and intending themselves to be legally bound thereby, the parties agree as follows:

SECTION 1 TERM

1.1 Term and Options to Extend. The initial term of this Agreement shall commence on May 31, 2026 (the "Commencement Date"), and shall terminate on May 31, 2032, unless otherwise terminated as provided in Section 1.2 (the "Initial Term"). The parties may mutually agree to extend the Agreement for two additional three-year terms and any such extension shall be confirmed in writing by both parties no later than the 1st day of October prior to the extension. The Initial Term and any extensions thereof shall be collectively referred to herein as the "Term." Notwithstanding anything to the contrary herein, the University may, in the University's sole discretion, allow Bank to access the Premises (as defined below) prior to the Commencement Date for the sole purpose of performing improvements to the Premises to ready the space for occupancy by Bank as of the Commencement Date.

1.2 Termination.

- a. This Agreement may be terminated by either party if the other party materially breaches a term of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of the non-breaching party's written notice of the breach. In the event the defaulting party is in good faith unable to cure such material breach within thirty (30) days, it shall commence the

cure in a commercially reasonable manner and notify the non-defaulting party of the anticipated cure date, which in no event shall be later than ninety (90) days from the material breach.

- b. This Agreement may be terminated by either party immediately upon notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty(60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets.
- c. This Agreement may be terminated by the University upon sixty (60) days prior written notice to Bank in the event: (i) University, in its discretion, receives excessive complaints from UNL students regarding their Bank Accounts (as defined in Section 2.1) and Bank and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that fees imposed by Bank on Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination; or (iii) if Bank does not maintain a local presence in the UNL community.
- d. This Agreement may be terminated by Bank at any time if Bank is notified by a regulatory authority that any aspect of the services provided by Bank under this Agreement do not comply with any applicable law, regulation, rule or policy

1.3 Surrender of Premises. Upon the expiration of the Term, or upon the termination and cancellation of this Agreement as herein provided, Bank shall return the Premises to the University in the same condition in which they were found, normal wear and tear excepted, subject to acceptance by the University of modifications which may be useful for future University use. Bank will be allowed to remove their store fixtures including, but not limited to, safes, ATMs (as hereinafter defined), metal under counter teller cabinets, closed circuit security cameras, furniture, etc.

Upon the expiration of the Term, or upon the termination and cancellation of this Agreement as herein provided, Bank shall, at its own expense, remove all ATMs as soon as practicable. Notwithstanding anything to the contrary herein, the University reserves the right to require that Bank remove the ATMs as soon as practically possible if there is a serious adverse occurrence attributed to it.

SECTION 2 BANK SERVICES

2.1 Description of Bank Services.

- a. During the Term, Bank will provide, in accordance with this Section 2.1, an individual depository account (each, a "Bank Account") to each *current* University student, faculty and staff member (each, an "Eligible University Community Member") who has requested and actively consented to such an account and who meets Bank's usual account opening requirements. Upon written request from Bank, the University shall, on or before April 1 and October 1 of each calendar year during the Term, provide Bank with a list of currently enrolled students for the sole purpose of validating Eligible University Community Members. Upon

written request from Bank, the University shall, no more frequently than one (1) time each calendar year during the Term, provide Bank with a list of employees that have separated from the University since the last report to the Bank. Nothing herein prohibits Bank from closing any Bank Account in accordance with the policies, procedures, practices and/or guidelines Bank uses when deciding whether to close accounts of other retail customers. The Bank Accounts herein described will be transaction accounts (as defined in Federal Reserve Board Regulation D), subject to Bank's usual requirements for offering accounts. All Bank Accounts will be transaction accounts, and the holders thereof must be natural persons. UNL students may request a Simply Free UNL account ("Simply Free UNL Account), whereas UNL faculty and staff may request a University Checking Account ("University Checking Account" or collectively with Simply Free UNL Account as "Specialty Accounts").

i. Some Eligible University Community members may not be eligible for the respective Specialty Account due to prior negative banking history, or other account opening requirements as Bank may establish from time to time in connection with applicable law and Bank policy.

ii. Any and all Specialty Accounts offered to Eligible University Community Members will, at a minimum, have the following features:

A. Minimum features applicable to the Specialty Accounts:

- i. Electronic Periodic Statements will be generated by Bank at least monthly for Specialty Accounts that have had qualifying activity during the month as required per Consumer Financial Protection Bureau (CFPB) Regulation E. Accounts with no qualifying activity will receive periodic statements not less frequently than once per quarter.
- ii. The Specialty Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to the same class of Bank's other retail customers, as amended from time to time.
- iii. A pin-based and signature-based VISA or other major provider debit card will be offered at no charge to Eligible University Community Members as an access device to their Specialty Account.
- iv. Electronic transfers via Automatic Clearing House ("ACH") from third-party bank accounts to any Specialty Account referenced in this section shall incur no fees or processing charges from Bank.
- v. No charges will be levied by the Bank on any Eligible University Community Member Bank Account holder for use of any ATM, regardless of who owns and operates said ATM,

or for use of online banking functions, including but not limited to account balance inquiries, eAlerts, bill payment, mobile deposit or mobile banking services. This does not include bank fees that may be charged directly by other financial institutions.

- vi. No charges will be levied by the Bank on any Eligible University Community Member Specialty Account holder for use of a debit card to conduct point-of-sale purchases or to receive cash back from point-of-sale purchases.
- vii. No charges will be levied by the Bank on a Bank Specialty Account for a customer's first account overdraft of any calendar year, whether caused by a presented check, an ATM transaction or one-time debit transaction. Charges for overdrafts subsequent to the first of any calendar year will be no greater than those levied on Bank's other retail accounts.
- viii. Transaction charges for use of the 'Zelle' function where Specialty Account holders can transfer funds to any recipient regardless of the designated receiving bank will not exceed \$1.00 per transaction for Next Business Day Delivery and \$1.00 per transaction for Three Business Day Delivery per transaction at any time during the Term of this Agreement.
- ix. 24/7 Toll-free hotline phone number for reporting lost/stolen cards.
- x. During regular business hours, toll-free hotline phone number for reporting lost/stolen checks, unauthorized account activity, identity theft and similar information.

B. Minimum features applicable to all Simply Free UNL Accounts:

- i. No charges will be levied by the Bank on a Specialty Account customer for opening the Simply Free UNL Account.
- ii. Free checking (no minimum checking account balances or monthly maintenance fees).
- iii. One annual overdraft waiver.
- iv. No Bank ATM fees.
- v. One time \$50 bonus if student enrolls in paperless statements and makes ten point-of-sale transactions within a specified time period.

- vi. First 30 "starter checks" free (wallet or duplicate style), or upon request, first 150 (duplicate style) or 200 (regular style) personalized design checks free.
- vii. Standard limits for ATM daily cash withdrawal no less than \$300.00. Debit card limits for point of sale limit no less than \$2,500.00.
- viii. Payroll direct deposit at no charge for student employees at UNL
- ix. International banking services including, but not limited to, individual counseling on U.S.A. bank account procedures and rules, and foreign currency transfers for amounts due UNL and for other living expenses. All applicable fees will apply for currency exchange and wire transactions.

C. Minimum features applicable to all University Checking Accounts:

- i. No monthly service or maintenance fees.
- ii. Interest on entire daily collected balance at market rates.
- iii. Unlimited free ATM transactions.
- iv. Free, unlimited check writing.
- v. One free "not sufficient funds" fee waiver per year.
- vi. One free financial planning session with a UBT wealth advisor.
- vii. Free wallet or duplicate style Union Bank standard checks, or a credit towards premium style checks.
- viii. Standard limits for ATM daily cash withdrawal no less than \$500.00. Standard limits for debt card daily point of sale no less than \$7,500.00.
- ix. Waiver of first year safe deposit box rental fees.
- x. No less than \$250.00 credit on approved closed-end first mortgage purchases and refinances.
- xi. Upon customer's request, mailed paper statements

will be provided at no charge, but such request may impact the interest rate on the University Checking account.

- b. Bank shall provide at its own expense an informational website dedicated to the Specialty Account holders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld. The website shall be consistently updated and provide the following minimum features:
 - i. Information about various account offerings for Eligible University Community Members (no credit cards will be offered on the website - see Section 2.4 hereof).
 - ii. On-line application to open checking or savings accounts.
- c. University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its retail deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the Specialty Accounts herein described that it makes generally to its other Bank Accounts; provided however, that through the Term, Bank agrees that as to the Specialty Accounts, the minimum requirements set forth in Section 2.1.a.ii. of this Agreement must continue to be met.
- d. In addition to the Specialty Accounts, the Bank will offer Eligible University Community Members, who satisfy Bank's eligibility requirements, a full-range of banking services that include, but are not limited to: savings, money market, certificates of deposit accounts; online and mobile banking services; auto, personal and mortgage loans; and investment and trust services. UNL students who satisfy Bank's eligibility requirement may open a Simply Savings Student account ("Simply Savings Account"). Minimum features applicable to the Simply Savings Account include:
 - i. No monthly maintenance fee.
 - ii. Accrue interest at market rates.
- e. University is required to: (A) Disclose conspicuously on the University's website this Agreement establishing the T2 arrangement between the University and Bank in its entirety, except for any portions that, if disclosed, would compromise personal privacy, proprietary information technology, or the security of information technology or of physical facilities; and (B) Provide to the Secretary of the U.S. Department of Education an up-to-date URL for the Agreement for publication in a centralized database accessible to the public.

2.2 **Bank Account Opening.** The Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that University shall have the right to determine where such accounts may be opened.

- a. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting Bank Account applications and initial deposits. Bank may accept deposits to Bank Accounts anywhere and by any means

permitted by law, including Bank's offices, correspondent banks, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits, provided that Bank shall not be permitted to accept deposits at UNL without University's consent. The University may allow Bank to place a mobile branch at a mutually agreed location that would have the ability to process deposits. Notwithstanding the foregoing, University acknowledges that in accordance with federal regulations governing Bank, while Bank may open accounts at, it may not accept deposits at, locations which are not Bank offices (with the exception of ATMs and mobile branch). In the event such mobile branch is allowed, the UNL Vice Chancellor for Business and Finance will provide written consent, stating the location and duration of the mobile branch. Bank shall be responsible for obtaining information from Eligible University Community Members in connection with Bank Account opening. University will not have authority or responsibility to open any Bank Accounts or accept any deposits on behalf of Bank.

- b. Bank has the right to refuse to open a Bank Account consistent with the requirements of any state or federal law that applies, or purports to apply, to Bank. Bank also has the right to refuse to open a Bank Account where Bank, applying account-opening standards and procedures comparable to those used for the same class of Bank's other customers, believes the Eligible University Community Member applicant presents an unacceptable risk of loss to Bank or Bank is unable to verify information in the Eligible University Community Member's application.
- c. Bank personnel shall provide support for the implementation of the financial services associated with this Agreement, including the opening of Bank Accounts for Eligible University Community Members. Additional Bank personnel will be available and assigned as needed to support Bank Account services during peak activity times, such as first-year and transfer student experiences.
- d. Once Bank's financial services associated with the Bank Accounts are implemented, Bank will assign an account manager to provide overall program assistance and to serve as a primary contact for all matters related to those services.
- e. Bank Accounts are not being opened by University on behalf of any Eligible University Community Members, University is not establishing a process Eligible University Community Members follow to open Bank Accounts, and University is not in any way assisting Eligible University Community Members in opening Bank Accounts. Further, this Agreement is not being established for the purpose of University's disbursement of Title IV funds or for Bank's specific purpose of receiving Title IV funds.

2.3 ATMs. Bank has the facilities for a system of electronic fund transfers through the use of satellite terminals known as Automated Teller Machines (hereinafter referred to as "ATMs"). These ATMs will permit Bank customers and customers of other banking institutions holding authorized cards to perform one or more of the following:

- a. Withdraw funds from checking or savings accounts;
- b. Deposit funds into checking or savings accounts;
- c. Transfer funds between checking and savings accounts;
- d. Inquire about balances in either checking or savings accounts.

2.4 Credit Card Programs. The UNL student Bank Accounts under this Agreement will not be marketed or portrayed as, or converted into, credit cards.

2.5 Relationship to Campus ID Card (“NCard”). During the Term, University will not cause or authorize any UNL student or employee identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with Bank. For NCards printed during the term, the University will provide Bank space on the back of the NCard for placement of Bank logo and sponsorship message in a format, style and size approved by the University, which may be similar to that attached hereto as Exhibit “C”. Nothing herein shall prevent NCard holders from using NCards to access their NCard Campus Account as administered by UNL, as stored value cards, declining balance cards or smart cards. The University maintains the right to operate the NCard program in its sole discretion and reserves the right to alter such program at any time. In the event that the University requires new NCards be issued to all applicable University students and/or employee, UNL shall be responsible for all costs associated with such a re-carding event.

2.6 Changes in Customer Service. Bank will give at least 30 days prior written notification to the University of the implementation of any operational changes affecting customer services during the Term, such as changes in the service charges or regular business hours of the facilities. Prior approval by the University of the proposed change is required so that the University can confirm that the financial products and services offered to the UNL community meet a high industry standard of quality.

SECTION 3 LICENSE OF PREMISES

3.1 Description of Premises. The University hereby licenses to Bank approximately 950 square feet of building space in the Nebraska City Union Building on the City Campus of the University of Nebraska-Lincoln for the purpose of installation, maintenance and operation of a physical banking location offering all of the Bank Services on University’s campus (the “Full Service Bank”). In addition the University grants to Bank an easement and license for installation, maintenance and operation of ten (10) ATMs by Bank (“ATM License”). The Full Service Bank together with the ATM License shall be known and defined as the “Premises.” Bank has examined the Premises and accepts the same in its present condition. Bank understands that the University has not made and does not make any warranty as to the condition of the Premises or as to the security of the Premises.

- (a) As of the Effective date and until the start of the Renovation (as defined below), the Full Service Bank shall be located in the area specifically shown and described in Exhibit “A” attached hereto and made a part hereof..
- (b) The parties acknowledge that, during the Term, the location of the Full Service Bank shall change and/or be altered as the result of a planned renovation (the “Renovation”). During the Renovation, the parties shall work cooperatively and in good faith to address any temporary accommodations and/or temporary facilities needed for Bank to operate the Full Service Bank throughout the Renovation.
- (c) Following the Renovation, the Full Service Bank shall generally occupy the space and resemble the design shown and described in Exhibit “E”, attached hereto and made a part hereof. So long as the Renovation results in a space for the Full Service Bank to occupy that resembles Exhibit E in all material respects, then the Full Service Bank shall occupy the space shown in Exhibit E for the duration of the Term that follows the Renovation without alteration to any other terms or conditions of this agreement. However, if the Renovation results in a space and/or design that differs from Exhibit E in any material respect, then the parties shall negotiate in good faith to amend this Agreement to address all such material deviations.

- (d) The University shall be responsible for the full cost of the Renovation. The parties shall work cooperatively with the University's architects and contractors to finalize the design and construction plans for the renovated Full Service Bank. Construction of the renovated Full Service Bank shall not commence until Bank has provided its written approval as to the final design, layout, architectural and construction plans, materials, fixtures, and finishes, which approval shall not be unreasonably withheld. The University acknowledges that Bank has certain safety, security and accessibility requirements it must comply with as a bank and as part of the Renovation, agrees to work cooperatively with Bank to satisfy all laws applicable to the operation of the Full Service Bank.

3.2 Bank shall operate a Full Service Bank facility staffed by Bank in the space shown and designated for such facility. The facility shall provide all normal financial services permitted by applicable laws and regulations. Such services shall include, but not be limited to the following:

- a. Opening checking and savings accounts.
- b. Cashing of checks, including State of Nebraska Payroll Warrants and checks written on UNL Student Organization Financial Services accounts.
- c. Offering official bank checks.
- d. Offering financial advice services, such as checkbook balancing assistance and advice in conducting financial transactions.
- e. Provision of a night depository.
- f. Electronic Direct Deposits.
- g. Personal loans.
- h. Wire Transfer Services
- i. International currency exchange.

The initial hours for such facility will be 8:30 a.m. to 5:00 p.m. on weekdays during the days the Nebraska City Union is open (banking holidays excepted).

3.3 Access; Parking. Bank and its employees and agents may enter the Premises at all reasonable times for the purposes of preparing to operate the Premises, operating the Premises, making deliveries to the Premises, or making repairs. Bank and its employees and agents may have access to common service and public areas surrounding the Premises, including public restrooms, if available. Such access shall be limited to and for the sole purpose of conducting its herein approved business.

It is understood and agreed that Bank's personnel will have keys and access to the Premises during those times that the Nebraska City Union is closed to the public. Bank agrees not to change or add any locks to any doors or windows in or out of the Premises without prior written approval of the University. Any such changes shall be at the expense of Bank and Bank shall provide the University with one complete set of keys to the same. Employees of Bank employed within the Premises will be offered the same parking privileges as provided to University of Nebraska-Lincoln ("UNL") employees, which will consist of the opportunity to purchase a UNL parking permit for a UNL employee parking lot or garage.

3.4 Exclusivity. Bank shall be granted "industry exclusivity" for a Full Service Bank facility on UNL City and East Campuses during the Term. For purposes of this Agreement, "industry exclusivity" means that no financial institution as defined in Neb. Rev. Stat. § 8-101.3(12) (reissue 2022) or any person, corporation, or entity the primary purpose, activity, or business of which is to engage in Bank Services shall be allowed to have a Full Service Bank. on UNL City or East Campuses during the Term.

3.5 ATM Locations. Bank will install, operate and maintain ten (10) ATMs. Bank is granted the right to determine the ATM and incidental equipment make, model and teller function capabilities. Full service ATMs shall be capable of receiving checking and savings deposits, affecting currency withdrawals from checking and savings accounts, transferring funds between checking and savings accounts, and account balance verification. All ATMs shall be placed at locations mutually agreed upon, in writing, by the parties. Changes in location for these ATMs shall be subject to mutual agreement between the University and Bank, with the cost of such relocation to be divided equally between the University and Bank. The addition to, or reduction in, the number of ATMs shall also be subject to review by the parties. That review shall consider the demand and usage of existing ATMs and any addition or reduction shall be determined by the mutual agreement of the University and Bank. The location, relocation, removal, or addition of an ATM shall be determined with a focus towards meeting the needs of UNL.

The parties acknowledge that the University has entered and/or may enter into contracts with other financial institutions for the operation of ATMs in locations other than those licensed to Bank in this Agreement. However, Bank shall have the exclusive right to place ATMs in the Nebraska City Union and East Campus Union buildings.

3.6 ATM Installation, Operation and Maintenance. All ATM equipment installed shall comply with applicable law, including but not limited to complying with all accessibility requirements, and provide the customary complement of banking services. ATMs will honor all bankcards affiliated with Nationwide Cirrus and Visa Plus ATM networks and Statewide NETS networks. ATM installation costs, including electrical and phone lines and communications media service costs, shall be borne by the Bank, subject to prior approval by the University for any facility or site modifications. Bank will promptly repair any and all damage caused by such installation.

Bank shall have sole responsibility for maintenance of the ATMs and the incidental equipment necessary for operation thereof. The University agrees to notify Bank promptly of any known malfunction of the ATMs and incidental equipment, but the University shall not be liable to Bank should it fail to so notify Bank and the University shall have no duty of investigation. Bank shall not be liable to the University for any loss of business or profits or any other potential losses or damage, direct or indirect, consequential or otherwise, due to or caused by any malfunction in the ATM. The University shall not be liable to Bank for any loss of any kind whatsoever due to or caused by any malfunction in the ATM or the incidental equipment or utilities necessary for the operation of the ATM. Back-up equipment or on-site repair must be available and prompt.

During the University's business hours, the University shall permit Bank, and Bank's agents, to install, remove, service, repair or inspect the ATMs. Bank shall at its cost be responsible for ensuring regular maintenance and service of all equipment provided by Bank, such service to be available from 8:00 a.m. to 8:00 p.m., seven days per week basis. Equipment service personnel must be easily identifiable as such. Bank shall be responsible for damage and loss to equipment or its contents due to vandalism, robbery, or any other actions or cause. UNL will provide security to protect the equipment at the same level it customarily provides to the UNL campus in general. Bank shall remove any Bank equipment or similar property from UNL premises within 60 days following termination or expiration of this Agreement for any reason.

The University acknowledges that the ATMs and incidental equipment necessary for the operation thereof is the sole property of Bank, and that nothing in this Agreement or in the relationship between the parties will give the University any proprietary interest in the ATMs and incidental equipment.

3.7 Furniture, Fixtures and Improvements. Bank shall not, without the prior consent of the University, make any additions, alterations, improvements to the Premises, including but not limited to the installation of fixtures, appliances, or equipment, or the painting or changing of the Premises or any part thereof. Prior to the commencement of any permitted additions, alterations or improvements to the Premises, Bank shall submit plans and specifications to the University for its approval in writing. Said additions, alterations or improvements shall be made in a good and workman-like manner, in accordance with the approved plans and specifications therefore and in compliance with all applicable statutes, ordinances, rules and regulations. The University may, but shall not be obligated to, inspect such additions, alterations or improvements that Bank shall make to the Premises; provided, however, the University's inspection of the Premises does not in any way alter Bank's liability with respect to such improvements. Any contractor performing work at the Premises must meet the University's insurance requirements (listing the Board of Regents of the University of Nebraska as an additional insured) and must comply with all University rules and policies. The University may require payment and performance bonds with respect to such additions, alterations or improvements. Bank shall pay all costs of making any additions, alterations or improvements, shall keep the Premises free from any liens, claims or encumbrances, and shall indemnify and save the University harmless from and against all losses, costs and expenses, including but not limited to reasonable attorney's fees, arising out of Bank's additions, alterations or improvements.

All furniture, fixtures, and improvements will be provided by Bank at its expense; provided any modifications or decorating work to the Premises desired by Bank shall be approved in advance by University.

Bank will not place or cause to be placed or maintained on or about the Premises, any sign, advertising matter or other thing of any kind and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining the University's written approval, which approval the University shall not unreasonably withhold, and Bank will maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

All additions, alterations and improvements made by Bank (except the ATMs and incidental equipment for the operation thereof) shall become the property of the University upon the expiration or termination of the Term; provided however, that the University may, at its option require Bank to remove, at Bank's cost and expense, any such additions, alterations and improvements at the end of the Term. Bank shall, at Bank's sole cost and expense, repair any and all damage caused by the removal of such additions, alterations and/or improvements.

3.8 Utilities. The University shall provide electrical power, heating, air circulation and air conditioning service to the Full Service Bank, as well as water and sewer connections, if applicable, to the same extent as provided to other building space within the Nebraska City Union ("University Provided Utilities").

The University shall provide without cost to Bank the electricity necessary to operate the ATMs ("ATM Utilities"). The University shall not be liable to Bank should electricity be interrupted, discontinued or canceled for any reason.

Bank will, at its own expense, furnish the telephone services, computer connectivity links and lines it desires to the Premises; provided, however, Bank must obtain the prior written approval of the University as to the location, type and extent of any such installation and Bank will promptly repair any and all damage caused by such installation. Bank shall pay the providers directly for such telephone services and computer connectivity.

3.9 Custodial Services. The University shall furnish custodial services for the Full Service Bank including refuse removal (“University Custodial Services”).

3.10 Security. Bank shall provide such security service as Bank, in its discretion, shall determine to be necessary. The University police personnel will provide routine checks of the Full Service Bank during those times that the Full Service Bank is not open for business.

SECTION 4 MARKS; MARKETING

4.1 Use of Marks. Except as specifically set forth herein, Bank agrees that it shall not advertise any connection with the University or any of its campuses, colleges, or other elements of the University's organization, nor make use of the University's name and other identifying marks or property nor make representation, either expressed or implied as to the University's promotion or endorsement of Bank's operation, unless it has received prior written permission from the University.

- a. Grant to Use University Name and Marks.** University hereby grants Bank during the Term a non-exclusive, non-assignable, and irrevocable (provided Bank is performing its obligations under this Agreement) world-wide license to use, display, reproduce, and otherwise use the various logos and other identifying property and marks set forth on Exhibit “B” of this Agreement (collectively, the “University Marks”) for the sole purpose of offering and promoting the Bank's financial products and services to Eligible University Community Members, as defined herein. All applications of the University Marks by the Bank must conform to Exhibit “B” along with any specifications established by the University which specifications may be amended from time to time. Bank will make no use of the University Marks or any other trademark or trade name owned by or associated with the University without, in each case, University's prior explicit written consent. Bank agrees that all products and/or services offered under this program shall be of a nature and quality commensurate with the nature and quality of Bank's other retail programs, to the extent that any systems and software required to be utilized by University in connection with such products and/or services are comparable to those utilized by other Bank customers. Bank shall deliver all materials prepared by Bank that contain any University Mark to University prior to publication for University's prior written consent.

Bank acknowledges and agrees that University is the owner of the University Marks, that the limited right hereunder to use the University Marks does not confer upon Bank any license or right of ownership of the University Marks, and all use of the University Marks by Bank will inure to the benefit of University. Accordingly, Bank's limited right to the use of the University Marks for any purpose is solely by reason of this Agreement, and Bank shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the University Marks or the right of the University thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the University Marks or any mark, design or logo intended to identify the University. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the University Marks or any variation of the University Marks.

University does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a trade name, trademark or mark.

b. Grant to Use Bank Name and Marks. Bank hereby grants University during the Term a non-exclusive right and license to use the marks set forth on Exhibit "C" of this Agreement (collectively, the "Bank Marks") on all materials prepared by University in connection with the banking services under this Agreement. University will make no other use of Bank Marks without Bank's prior written consent. University agrees that all products and/or services offered under this program shall be of a nature and quality commensurate with the nature and quality of the general University's student services program. University shall deliver all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

University acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right hereunder to use the Bank Marks does not confer upon University any license or right of ownership of the Bank Marks and all use of the Bank Marks will inure to the benefit of Bank. Accordingly, University's limited right to use of the Bank Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, University will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on promotional and informational materials after the effective date of such expiration or termination.

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the service marks or design as a trade name, trademark or service mark. If there is any claim against Bank or University that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend University's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or University, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in herein. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University's reasonable costs of defending against such liabilities (including attorney fees), arising from University's use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, University agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

Any change by Bank in the specifications for any of Bank's Marks will apply only to promotional and informational materials produced after notice of the change is given to University.

4.2 University Check and Debit Card Designs. University hereby grants Bank for the Term the right to offer for sale to all Bank Account holders checks and/or debit cards using a design mutually agreeable to the parties, incorporating one or more University Marks (the "University Check and Debit Card Designs"), which Bank shall design at its cost. Bank agrees that University is the owner of the University Check and Debit Card Designs, that the limited right hereunder to offer the University Check and Debit Card Designs does not confer upon Bank any license or right of ownership or any other legal interest in the University Check and Debit Card Designs. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease offering the University Check and Debit Card Designs.

4.3 Marketing. Bank will provide marketing support for the products and/or services associated with this Agreement, coordinating such support with University in order to develop a comprehensive marketing plan. Specific marketing campaign components will be reviewed annually no later than February 28th each year of the Term and mutually agreed upon. To the extent that there is any conflict between such Bank's response and this Agreement, this Agreement shall govern. All promotional materials, whether distributed through print, television, radio, internet or mobile device address shall be prepared by Bank at its own cost in connection with this Agreement. All such promotional and informational materials must be submitted to University for approval before printing or other distribution. University may withhold its approval for any reason at its sole discretion.

4.4 Access to First-Year and Upper-class Student Experiences; Staff Events.

- a. University conducts introductory student experiences for undergraduate (including international) students each summer preceding the start of the academic year, as well as additional events throughout each school year ("Student Events"). Under this Agreement, no bank or financial institution other than Bank will be present at these University-sponsored first-year and upper-class student experiences. These events and activities include "New Student Enrollment" event(s), "Big Red Welcome" event(s), "Homecoming" event(s), and other mutually agreed upon activities as identified or introduced. The University and the Bank will meet, at a minimum, on an annual basis during the Term to discuss existing Student Events and any potential new opportunities for additional Student Events. This exclusivity right is not applicable to student programs and events that are not primarily designed for first year students or that are not sponsored by the University.
- b. University also conducts a number of events for faculty and staff each year ("Staff Events"). These events include faculty and staff appreciation open houses, new employee orientation, UNL's all-staff conference, and UNL's Business and Finance Staff Awards. The University and the Bank will meet, at a minimum, on an annual basis during the Term to discuss existing Staff Events and any potential new opportunities for additional Staff Events.
- c. On or before each June 1 during the Term, Bank shall submit a report to University, in such detail as University may reasonably request, setting forth a description of the Bank's marketing activities and events in support of the Bank Services, including but not limited to Bank's support of all Student Events and Staff Events, and Bank's obligations under this Agreement during the preceding twelve months, as well as the out-of-pocket costs incurred by Bank in connection therewith. Such marketing and events expenses by Bank, including but not limited to Bank's expenses in support of Student Events and Staff Events, shall be at least \$100,000 for June 1 through May 31 of each year of the Term ("Events Budget"). Upon reasonable notice, University shall have the right to review Bank's books and records concerning its Events Budget and associated expenditures at Bank's offices during Bank's regular business hours, unless the report submitted by Bank is certified as accurate by the appropriate senior officer of Bank. Unless otherwise notified in writing by University, Bank shall send the report called for in this section to unl.vcbfoffice@nebraska.edu.

SECTION 5
PAYMENTS

5.1 Rent. Bank shall pay to the University for the use and occupancy of the Full Service Bank, as well as the University Provided Utilities and University Custodial Services, the minimum sum of \$33,249.96 per year

(the "Rent"). The first monthly payment of \$2,770.83 shall be due on the 1st day of June, 2026 as rent for the remainder of that month, and a like sum shall be due on the 1st day of each succeeding calendar month thereafter as monthly payment of the Rent. Bank shall also pay to the University on or before the 15th day of June, 2026 and a like sum shall be due on the 15th day of each succeeding calendar month thereafter for additional rent as consideration for the licenses granted for the ATMs, as well as the ATM Utilities, in accordance with the following schedule:

ATM Facilities	Monthly Rent per ATM ¹	Payment Per Transaction for Transactions in the Preceding Month ²
All Campus Locations	\$250	\$0.35

Bank shall maintain a record of all transactions which records shall be open for inspection by the University, or its employees, accountants and agents during reasonable business hours. Such transaction records shall be retained for at least one year following the end of each year during the Term. Payment shall be made to the University by electronic funds transfer with a mailed notice of said transfer to the following address:

University of Nebraska-Lincoln
Office of Vice Chancellor for Business and Finance 307
Canfield Administration Building
Lincoln, NE 68588-0425

In the event that the Full Service Bank shall be damaged by fire or other casualty to the extent that Bank is prevented from carrying on its operations for a period of more than 5 business days, Rent shall abate for the period during which such operations are prevented, except to the extent such damage is due to the action or inaction of Bank.

5.2 Royalties to University. In addition to the Rent set forth in Section 5.1 above and in consideration of the license and grant of rights from the University given to the Bank in this Agreement, Bank will make royalty payments (the "Royalties") to the University as follows:

Initial Royalty Payment (due June 1, 2026) Agreement	\$800,000
Annual Royalty Payment (due June 1, 2027 and each June 1 st thereafter for the duration of the Term)	\$800,000
Annual Campus ID Card Support (same payment cycle as Annual Royalty Payment)	\$30,000

Payments described in this Section 5.2 shall be deemed paid upon receipt by the University by electronic funds transfer.

¹ Payment of this amount on the 15th of each month shall constitute rent from the first day of that month through the last day of that month

² The first payment of this amount is due July 15, 2026. Each payment of this amount on the 15th of the month shall be for transactions that occurred during the entire preceding month.

Bank and University intend that this Agreement be construed in a manner such that the revenue streams paid to the University hereunder are in compliance with the requirements of the Internal Revenue Code, and in particular IRC § 512- 513 and the regulations pertaining to those sections, for revenue characterized as tax-exempt income, and not unrelated business taxable income.

5.3 Financial Literacy Program. University and Bank agree to partner to promote and provide financial literacy programs to UNL students. If such an opportunity arises, the University and Bank will mutually agree to the adoption of any program in writing, and the Bank will fund up to such financial literacy program from the Events Budget.

5.4 Student Organizations Support. During each year of the Term, the UNL Student Involvement Office and University Program Council will submit to the Office of Vice Chancellor for Student Affairs a list of student organization and program requests for financial support of student activities and events that totals no less than \$20,000. Representatives of the Bank and the Office of Vice Chancellor for Student Affairs shall review and approve allocations to student organizations and program requests that total \$20,000. Bank will pay the University \$10,000 each October 1 of the Term, starting October 1, 2026, and \$10,000 each March 1 of the Term.

5.5 Scholarship. Bank shall award at least \$10,000 per year to UNL students through a scholarship program in partnership with the University, with all scholarships being awarded no later than December 31st of each year of the Term.

5.6 Property Taxes. In accordance with the law of the State of Nebraska, Bank shall be responsible for paying when due any and all property tax assessed against the Premises and/or reimburse University for all property tax assessed against the Premises that has been paid by the University.

SECTION 6
INSURANCE

6.1 Insurance. Bank represents and warrants that at all times during the Term, Bank shall maintain the following listed coverage in the minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Worker’s Compensation (WC)	Statutory
Employer’s Liability	\$500,000 bodily injury per occurrence \$500,000 bodily injury by disease per occurrence \$500,000 bodily injury by disease aggregate
 <u>Commercial General Liability</u>	
General Aggregate	\$1,000,000 per occurrence \$3,000,000 aggregate Including Product
Completed Operations	\$1,000,000 per occurrence

Automobile Liability (including hired and non-owned)

Combined Single Limit \$1,000,000

Each policy shall be issued by companies reasonably acceptable to University. Bank's Commercial General Liability and Automobile Liability policies shall name the Board of Regents of the University of Nebraska as an additional insured. Representatives of Bank are required to notify the University in writing at least thirty (30) days before canceling any such policy. Certificates of such policy or policies of insurance shall be delivered to University promptly after the issuance of such policy or policies. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank further represents that it maintains a Financial Institutions Bond (also known as a Fidelity Bond) and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies.

University represents and warrants that at all times during the Term, University shall maintain through its self-insurance program comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, with limits of not less than \$1,000,000 each claim and \$3,000,000 aggregate. In addition, the University agrees to maintain Worker's Compensation insurance in amounts no less than the statutory benefits required by law. During business hours following reasonable request, University shall allow Bank to review such documents as are available pursuant to Nebraska Public Records Laws to verify the existence and funding supporting said self-insurance program.

SECTION 7
GENERAL TERMS AND CONDITIONS

7.1 Compliance With Applicable Law. The parties agree to comply with all federal, state and local laws and regulations to the extent they are applicable to the performance of this Agreement. In the event changes in laws and/or regulations necessitate a material change to the terms of this Agreement, the parties agree to negotiate in good faith to amend the Agreement to maintain compliance.

- a. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid into the Bank Accounts, if any, University will comply with the Higher Education Act of 1965, the rules and regulations of the United States Department of Education and the applicable guaranty agency, and other applicable laws and regulations, as the same may be amended from time to time.
- b. Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies. Performance under this Agreement shall comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the providers of the financial services offered by the Bank and all laws and regulations related to the protection and security of any personal information gathered by the Bank, such as the Gramm Leach Bliley Act as implemented at the University of Nebraska.
- c. Bank shall observe and comply with all applicable policies of the University of Nebraska that are provided by University to Bank, and directly related to the Bank Services or the occupancy of the Premises as detailed in this Agreement.
- d. Bank agrees to indemnify University against any loss, cost, liability, or damage by reason of Bank's violation of any applicable law or regulation. Bank represents and warrants that it is

qualified to conduct the business necessary to perform this Agreement in the State of Nebraska and shall remain so qualified throughout the Term.

- e. It is expressly understood and agreed that Bank's occupation and use of the Premises shall be in accordance with all state and federal laws and regulations relating to the use and occupation of the Premises by Bank provided in this Agreement. Bank shall also observe and comply with all policies, rules and regulations of the University concerning safe, sanitary, and orderly occupancy and use of the Premises. The University reserves the right to make such other and further policies, rules and regulations as in its judgment may from time to time be necessary to ensure the safe, sanitary, and orderly use of the Premises and preserve any property therein. It shall be Bank's obligation to see that Bank's employees, invitees and agents obey the policies, rules and regulations of the University.

7.2 **Representations and Warranties; Board Approval.** Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of Regents, as applicable. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

7.3 **Liability.** Bank will exercise reasonable care in providing all electronic services and other services to account holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond Bank's reasonable control.

EXCEPT FOR CLAIMS INVOLVING BANK'S LIABILITY FOR DEATH, PERSONAL INJURY, DAMAGE TO REAL PROPERTY, OR BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR EITHER PARTY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

7.4 **Examinations.** Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. Bank will provide University or its duly authorized representatives with reasonable access as permissible to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records shall be maintained by shall be maintained by Bank in accordance with Bank's record retention policy and may be audited by the University or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Bank may require persons obtaining access to Bank's records under this Section 7.4, as a condition to obtaining

access, to execute written confidentiality agreements setting forth the matters as addressed in Section 7.5.

7.5 Confidentiality. University may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank deems proprietary (including, without limitation, customer account information, customer lists, business plans, marketing plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Bank may be provided certain information that University deems proprietary or confidential pursuant to the law or University policy. As a condition to being furnished such information by a party (herein the “Confidential Information”), the other party agrees as follows:

- a. **Definition.** “Confidential Information” means all information furnished by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) that is (i) Bank Account application data and Bank Account transaction information, (ii) clearly marked or otherwise clearly designated as confidential or (iii) should be reasonably understood by the Receiving Party to be confidential.
- b. **Obligations.** Except as otherwise required by law, the Receiving Party shall not use Confidential Information for any purpose other than the purpose for which the Confidential Information was disclosed (the “Purpose”); shall protect and maintain Confidential Information in strict confidence; and shall not , without the Disclosing Party’s prior written consent, disclose Confidential Information to any other person or entity, except those of the Receiving Party’s directors, officers, or employees (“Representatives”) on a need-to-know basis to carry out the Purpose and who are advised of the confidential nature of the information and are under obligations of confidentiality and non-use at least as stringent as those herein.
- c. **Return or Destruction.** Upon termination of this Agreement or request of the Disclosing Party, the Receiving Party shall return or destroy all Confidential Information including materials containing such Confidential Information. Notwithstanding the foregoing and except for data subject to the terms of a Business Associate Agreement or Data Security Addendum to this Agreement, the Receiving Party (i) may retain one (1) archival copy of the Confidential Information for legal, regulatory, or compliance purposes; (ii) shall not be required to return or destroy any computer files created during automatic system backups that are subsequently stored securely and to which its Representatives do not have routine or unrestricted access; and (iii) shall continue to be bound by the non-use and confidentiality obligations of this Agreement in relation to any Confidential Information retained pursuant to this subsection for as long as it is retained.
- d. **Exceptions.** The obligations of this section do not apply to information that is in the public domain; independently known, obtained, or discovered by the Receiving Party; or hereafter supplied to the Receiving Party by a third party without restriction. If the Receiving Party is compelled by law to disclose any Confidential Information, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted).
- e. **Term.** The obligations of this section shall survive termination of this Agreement (i) for a period of two (2) years from the date of termination of this Agreement and (ii) indefinitely in relation to Confidential Information retained under subsection (c) of this section.
- f. **The Bank shall comply with the applicable requirements of 12 C.F.R. Part 364, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank's Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer.**

University shall work collaboratively with Bank to the extent necessary for Bank to ensure compliance with such applicable laws and regulations, and University shall comply with such laws and regulations to the extent applicable to the University. These confidentiality and security provisions shall survive the termination of this Agreement.

- g.** Throughout the Term, the parties shall implement and maintain appropriate safeguards, in conformity with applicable law and regulations, for all customer information, if any, owned by the University and delivered to the Bank pursuant to this Agreement or owned by the Bank and delivered to the University. Each party shall promptly notify the other party, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.
- h.** Within thirty (30) days of the expiration or earlier termination of this Agreement, the parties shall either return, if requested, or otherwise destroy Confidential Information including documents, data and other information provided to each other in connection with this Agreement. Notwithstanding any provision herein to the contrary, Bank shall be permitted and shall retain such University Confidential Information for so long as: (1) is required by law; or (2) as may be consistent with its normal business practices.

7.6 Assignment. This Agreement may not be assigned by either party in whole or in part, other than by operation of law, nor shall Bank subject all or any part of the Premises to any security interest or lien, without, in each event, the other party's prior written consent, which may be withheld in the sole discretion of such party. Any such permitted assignment will not, in any event, release the party from its obligations hereunder. Written consent will not be required for transfers resulting from corporate reorganization, consolidation or name change.

7.7 Subcontractors. Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgment that such subcontractor is subject to the applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Bank subcontractor and University unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, UNL acknowledges that certain products and services to be provided by Bank may be supplied by or through Bank's parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, or entities affiliated with Bank or owned or controlled by entities affiliated with Bank, and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

7.8 Notices. Except as otherwise specifically provided in this Agreement, any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

Notices to University shall be sent to:
Lacey Rohe, Assistant VP Business &
Finance/Controller
University of Nebraska – Lincoln ADMS
308Lincoln, NE 68588-0425

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Notices to Bank shall be sent to:

Kelly Hillman, Retail Division Head
4243 Pioneer Woods Dr.
PO Box 82535
Lincoln, NE 68501-2535
Kelly.hillman@ubt.com

With copy to (optional):

Spencer Bergen, Legal Counsel
4243 Pioneer Woods Dr.
PO Box 82535
Lincoln, NE 68501-2535
Spencer.bergen@ubt.com

7.9 Amendments and Waiver. This Agreement may be amended only in a writing signed by both parties. In the event of a default by either party under this Agreement, any delay, waiver or omission by the other party in exercising its rights under this Agreement or applicable law will not result in a waiver of the party's rights with respect to the same or any subsequent breach by the breaching party. No payment by Bank or receipt by the University of a lesser amount than the amount owing hereunder shall be deemed to be other than on account, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction.

7.10 Rights of Parties Cumulative. All rights and remedies of the University and Bank hereunder, or in connection with this Agreement shall be cumulative and none shall be exclusive of any rights or remedies allowed by law.

7.11 Indemnity. Bank shall indemnify and save harmless the University from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of this Agreement, except for that liability and loss arising from the acts or omissions of the University or its agents.

7.12 Governing Law. Notwithstanding any other provision of this Agreement or any amendment or Ancillary Document entered into contemporaneously or at a later time: (a) University is an agency of a sovereign state and its authority to contract is therefore subject to limitation by the Constitution, statutes, common law, and regulations of the State of Nebraska; (b) this Agreement shall be governed, interpreted, and enforced under the laws of the State of Nebraska without giving effect to its conflicts of law provisions; (c) any action to enforce the provisions of this Agreement must be brought in the state courts located in Lancaster County, Nebraska; (d) the person signing this contract on behalf of University does not have the authority to waive the sovereign immunity, Constitution, statutes, common law, or regulations of the State of Nebraska; and (e) all terms and conditions of this Agreement, including but not limited to the those concerning third party use, licenses, warranties, limitations of liability, governing law and venue, indemnity, liability, remedy, or other similar provisions, are entered into specifically subject to the Constitution, statutes, common law, regulations, and sovereign immunity of the State of Nebraska.

7.13 Force Majeure. The parties shall not be considered in default should failure to perform be the result

of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay. Any relief granted shall be limited to an extension of delivery dates or times of performance.

7.14 Sexual Harassment. Discrimination including Sexual Harassment. State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Bank shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Bank shall cooperate with University following any report of discrimination. In the event University determines that Bank or an employee, agent, contractor, or other person affiliated with Bank has engaged in discrimination, including harassment, or other inappropriate conduct, Bank will take prompt and effective action, in accordance with University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Bank or the employee, agent, contractor, or other person affiliated with Bank from providing the Deliverables. Bank's failure to comply with University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Bank acknowledges that University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Bank and employees, agents, contractors, and other persons affiliated with Bank who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by University from time to time, including training regarding sexual harassment.

7.15 Criminal Background Investigations. If applicable, Bank represents and warrants that Bank has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Bank shall update any background screening upon reasonable request by University and any request based upon the occurrence of any illegal activity involving Bank or its personnel, or the reasonable suspicion of illegal activity shall be deemed reasonable. Bank shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Bank is an individual, University may require Bank complete a background check consistent with current industry standards at University's request. Bank shall not hire, retain, or engage any individual directly involved in the performance of services under this Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Bank and Bank's employees or agents directly performing services under this Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Bank and Bank's employees or agents ineligible to directly perform services under this Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Bank and Bank's employees or agents cannot be listed on

any sex offender registry. Bank shall ensure any third party with whom Bank engages to provide any part of services provided under this Agreement shall comply with the same restrictions, conditions, and requirements of this section in the same capacity as Bank.

7.16 Drug Free Workplace. Bank agrees that neither Bank nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity contemplated by this Agreement. University reserves the right to request a copy of the Bank's Drug Free Workplace Policy. Bank further agrees to insert a provision similar to this statement in all subcontracts or services required in the performance of this Agreement.

7.17 Weapons Policy. Possession of dangerous weapons (concealed or unconcealed) on UNL property, on the work site, in UNL vehicles, or in personal vehicles when on UNL property shall be a violation of UNL policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by UNL, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the UNL Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should UNL in its reasonable judgment determine that Bank or its employee or agent has committed an act in violation of this policy, Bank agrees to cause such person and weapon to be removed from UNL premises and to take such other action as may be reasonably necessary to ensure compliance with this weapons policy. UNL will promptly inform Bank in writing of any weapon policy violation allegation involving a Bank employee. Upon receipt of the complaint, Bank will permanently remove the employee from UNL premises for the Term.

7.18 Public Records. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with University's interpretation and application of applicable law. It shall be the sole responsibility of Bank (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Bank shall defend any challenge to such requested redactions at its own expense. Bank's failure to request redactions to any information or records released by University under this section shall constitute a complete waiver of any and all claims for damages caused by any such release.

7.19 Nondiscrimination. Neither Bank nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125).

7.20 Work Status Verification. Bank and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

7.21 Relationship of Parties. The Bank shall operate as an independent contractor with respect to the University and UNL. No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

7.22 Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party's performance that is not expressly set forth in the Agreement. However, the University and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement to the extent they do not conflict with the provisions of this Agreement or of the related Request for Proposals. The invalidity and unenforceability of any provision of this Agreement shall not invalidate or impair any other provision herein.

7.23 Severability. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

7.24 Survival. Provisions surviving termination of this Agreement are those which on their face affect rights and obligations after termination and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

7.25 Incorporation and Priority of Documents. Any document that is ancillary to this Agreement (including without limitation any solicitation, purchase order, addendum, exhibit, appendix, bid, proposal, quotation, or statement of work) ("Ancillary Document") constitutes part of this Agreement if: (a) attached to this Agreement at execution thereof or (b) signed by an authorized signatory from each party at or subsequent to execution of this Agreement.

Notwithstanding any provision to the contrary in any of the following documents, precedence is established by the order of the following documents: (1) duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); (2) this Agreement and any Ancillary Document originating with University and incorporated by reference into this Agreement; and (3) any Ancillary Document not originating with University and incorporated by reference into this Agreement. In the event of conflicting or inconsistent provisions between any of the foregoing documents, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. In the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in Bank's bid, proposal, or quotation differ from the terms and conditions in University's solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in Bank's bid, proposal, or quotation supplement the terms and conditions in University's solicitation, the supplemental terms and conditions shall apply only if specifically accepted by University in writing.

7.26 Foreign Adversary Certification. The terms in this section defined in Neb. Rev. Stat. § 73-903 shall have the meaning defined therein. If this Agreement is for a technology-related product or service and no exception set forth in Neb. Rev. Stat. § 73-906(2) applies, Bank certifies that it is not a scrutinized company, it will not subcontract with any scrutinized company for any aspect of performance of this Agreement, and any products or services provided under this Agreement do not originate with a scrutinized company. Bank also certifies it is not a foreign adversary; individual who is a citizen or national of a foreign adversary; legal entity

created solely under the laws of a foreign adversary; or agent, subsidiary, or affiliate of such an individual or legal entity acting on behalf of such individual or legal entity. The certification set forth in this section shall be an ongoing certification during the Term and Bank shall immediately notify University of any change in the status of the certification set forth in this section.

7.27 Electronic Signatures. This Agreement and any other documents to be delivered in connection herewith may be electronically signed, and any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Bank

AB

Signature: [Redacted Signature]

Signature: [Redacted Signature]

Printed Name: Jeffrey P. Gold, M.D.

Printed Name: Jason Muhleisen

Date: 02/12/2026 | 15:13 CST

Date: 02/11/2026 | 12:04 CST

Title: President and CEO

Title: CEO

Attest:

Signature: [Redacted Signature]

Name: Katie Hoffman

Date: 02/12/2026 | 15:55 CST

Title: Corporation Secretary

EXHIBIT B-University Marks

Specification regarding use of University Marks

University hereby agrees that the Marks below may be used as set forth in the Agreement, including but not limited to on checks, debit cards, brochures, on-campus signage, and other promotional items as provided for in the Agreement. University must review all promotional materials prepared by or for Bank in connection with this Agreement and must approve the same in writing prior to production. Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by Bank.

N University Lockup:





EXHIBIT D-Data Security Addendum

EXHIBIT E – Anticipated Post-Renovation Full Service Bank Map

