

**SECOND AMENDMENT TO THE
MILWAUKEE AREA TECHNICAL COLLEGE
ID CARD AND BANKING SERVICES AGREEMENT**

This Second Amendment to the Milwaukee Area Technical College Id Card and Banking Services Agreement (this "Amendment") is made as of January 1, 2021 by and between U.S. Bank National Association ("Bank") and Milwaukee Area Technical College ("College").

Pursuant to the Milwaukee Area Technical College ID Card and Banking Services Agreement dated June 17, 2014 and as amended April 10, 2019 (collectively the "Agreement"). Bank agreed to be the exclusive provider of campus ID card banking services to the College that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the meaning given to them in the Agreement).

College and Bank wish to amend the terms of their Agreement to reflect the present circumstances of their relationship.

Therefore, the parties agree as follows:

1. Amendment of Section 5.2: Events.

Section 5.2 of the Agreement is deleted in its entirety and the following language is substituted therein for all purposes.

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

- New student orientation
- International student orientation
- On-going tabling events including start of the semester, book buy-back, and banker in the house
- Carding events
- Post-pandemic on-site events supporting outreach and engagement for the student body
- Bank QR code signage in cafeteria, union, and other common areas
- Financial wellness seminars
- Bank hosted virtual events supporting financial education, entrepreneurial touch points, etc.
- New employee orientations
- Post-pandemic on-site events supporting outreach and engagement for faculty and staff

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

- Distribution of letters and account applications prior to the event
- Tables in high-traffic areas
- Presentation to students and/or parents

2. Amendment of Section 7: Term and Termination.

Section 7 of the Agreement is deleted in its entirety and the following language is substituted in place thereof for all purposes:

7. Term and Termination. This Agreement will begin on the Effective Date and will remain in effect for a term ending August 09, 2023 (a "Term").

7.1 Breach. In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party will provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within 90 days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional 10 days' written notice to the breaching party, subject to Section 7.2 regarding immediate termination for cause.

7.2 Immediate Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due; (5) the noncompliance with regulation or law applicable to the noncomplying party.

7.3 Termination for Change in Law. Bank may terminate this Agreement at any time with 90 days' notice to College without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

7.4 Termination for Complaints or Fees.

7.4.1 Complaints. College will complete and share with Bank a biennial due diligence review of student complaints associated with Bank's accounts provided in connection with this Agreement. After joint review College may terminate this Agreement upon 90 days' notice to Bank if College determines that number of complaints were excessive.

7.4.2 Fees. College will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review College may terminate this Agreement upon 90 days' notice to Bank if

College determines the fees assessed students under this Agreement are not consistent with or are above the prevailing market rates for the Banking Services.

7.5 Termination; Effect on Users. College and Bank agree that each User who has a checking account with Bank attached to an ID Card will be a customer of Bank and, upon any termination of this Agreement pursuant to this section, or upon Users leaving College, each User will remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users to sell them the full range of banking products during the term of this Agreement or after its termination. College reserves the right to solicit such Users after the termination of this Agreement, to sell them any banking products offered through College by any party. Upon any termination of this Agreement pursuant to this section, College will cooperate with Bank to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and will remain the property of College at all times.

7.6 Survival. The rights and responsibilities of each party as embodied in Section 5 ("Marketing") regarding the use of marks and other intellectual property, Section 6 ("Card Operations Payment") relating to outstanding amounts due, Section 9 ("Indemnification; Losses") regarding indemnification, and Section 12.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

Original Agreement ratified and Affirmed

Except as set forth above, the Agreement is ratified and affirmed in all respects.

U.S. Bank National Association

By: 

Its: Senior Vice President

Date: 3/31/2021

Milwaukee Area Technical College

By: 

Its: VP, Finance [Jeffrey Hollow]

Date: 3-31-2021