UNIVERSITY BANKING SERVICES AGREEMENT

THIS UNIVERSITY BANKING SERVICES AGREEMENT ("**Agreement**") is effective as of January 1, 2025 ("**Effective Date**"), and entered into by and between the University of Scranton, a Pennsylvania non-profit corporation, with principal offices at 800 Linden Street, Scranton, PA 18510 ("**University**") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("**PNC Bank**").

WHEREAS, the University wants PNC Bank to offer its Program on the University's campus [redacted]

WHEREAS, this Agreement sets forth the terms pursuant to which PNC Bank will offer the Program to Constituents of University.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of [redacted]

(h) "**New Student List**" shall mean an annual list of newly enrolled incoming first-year students at the University who have not opted-out of disclosure of their Directory Information pursuant to the University's FERPA policy. This list shall be used by the University to mail PNC

provided to PNC Bank annually, for use in marketing by PNC Bank permitted under this Agreement and for no other purpose.

in good faith for a period of no more than sixty (60) days from the date of such notification. If the parties cannot agree upon renegotiated terms within sixty (60) days, the Agreement will terminate in accordance with its terms. The Initial Term and the Renewal Term may be referred to individually or collectively herein as a "**Term**".

2. ROYALTY PAYMENT TERMS

[redacted]

(a) Each January of the Term, beginning with January, 2026, the parties shall conduct an annual Program review, which shall include a comparison of the performance of the applicable

[redacted]

on mutually agreeable modifications to the Agreement to achieve the parties' mutual objectives, and

(ii) if, within sixty (60) days from the date of the notice, the parties are unable to come to agreement per Section 3(c)(i) then the Agreement will be terminated in accordance with Section 17(d) of this Agreement.

The University's failure to meet the expectations for either category delineated in the Program Expectations table above shall not adversely affect its ability to receive payments as set forth in

this Section 3 for any year in which the Program Expectations Total is met.

(d) Notwithstanding anything to the contrary contained in this Agreement:

i. if any federal or state law is enacted or regulation promulgated by a federal

calculation period as shown in the table below.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7%	4%	4%	4%	6%	16%	13%	29%	7%	4%	3%	3%

Example: If this Agreement, which calculates Royalties on a calendar year basis, is terminated in May, then the final Royalty payment would be calculated as: (target Royalty payment) x (sum of expected volume percentages for January through May, inclusive)

(c) Accounts established under this Agreement may be eligible for a co-branded Visa [redacted]

PNC Bank will issue the co-branded Visa Debit Card upon request by a Constituent who becomes a PNC Bank account holder ("**PNC Bank Accountholder**") under the Program.

[redacted]

2. No sexually oriented e-mails will be sent by either party under this Agreement.

3. The parties will agree, prior to the distribution of materials which entity shall be considered the Sender.

4. The Sender will be responsible for all claims or losses resulting from any email communication(s) that violate CAN-SPAM.

(a) PNC Bank and University are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture or co-employer or joint employer relationship by and between University and PNC Bank.

(b) University and PNC Bank shall have the sole and exclusive right to select, direct,

coordinate the on-going planning efforts with the appropriate internal University contacts to represent the student and the employee program, the meeting schedule to me mutually agreed upon by the parties;

(ii) Promote the availability of the Program to its Constituents as mutually agreed between the parties;

(iii) Permit PNC Bank the right to market the Program and Financial Services as University's Preferred Provider to Constituents as mutually agreed between the parties;

(iv) University shall inform Constituents, in a manner acceptable to PNC Bank,

explains the Program;

(v) University will allow PNC to work with various campus departments and vendors, including, but not limited to new student orientation, international services, first year experience programs, student life, admissions, campus tour guides, residence life, marketing and communications, student

g. Parent Orientation or the equivalent
h. Back to school/Move-in
i. Welcome Week or the equivalent
j. Grad Fairs
k. Admission events
l. Open Houses

with other auxiliary related resources where appropriate.

11. University will make reasonable efforts to support and promote PNC Bank's financial education and financial literacy content to Constituents, including, for example, webinars and articles found on PNC My Finance Academy, or its equivalent. PNC will work with University to define areas of promotion that are mutually agreed upon, pre-approved by University and at no cost to PNC Bank.

12. Mentioning of PNC Bank and the Program from time to time in agreed-upon University

4. Permit PNC Bank's participation in various Employee programs, at no cost to PNC Bank,

7.

appreciation events, or their equivalent.

5. Ensure semi-annual contacts to Employees via email or direct mail to a list of Employees provided by the University.

6. Support to develop and implement a program to make available financial wellness resources and educational experiences to employees.

Support to set up informational workshops with individual departments as mutually agreed

ATM as of the Effective Date. All ATMs shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as **Exhibit A** and incorporated herein by this reference.

(e) Acknowledge PNC Bank's option to impose a surcharge for the use of its ATM(s) by non-PNC customers. The surcharge shall be in the same amount as the surcharge imposed for use of PNC Bank branch ATMs in the area. In the event the branch ATM surcharge is increased, then the surcharge applicable to the ATMs hereunder shall also increase. In no event will PNC Bank impose a surcharge hereunder that is applicable only to University's Constituents.

(v) At PNC Bank's sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, tabling at new student orientation and similar events;

(vi) Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;

(vii) Providing University with a quarterly report of new Accounts opened and card transaction activity with de-identified, aggregated data; and;

[redacted]

geared towards developing student financial awareness and responsibility.

COMMERCIAL GENERAL LIABILITY

$1,000,000 Each Occurrence
$3,000,000 General Aggregate
$1,000,000 Products – Completed Operations
$1,000,000 Personal and Advertising Injury

$ 5,000 Medical Expense (any one person)

AUTOMOBILE LIABILITY (including all owned, hired and non-owned automobiles)

$1,000,000 Each Occurrence
$1,000,000 Aggregate

WORKERS COMPENSATION

PNC Bank shall provide and maintain Worker's Compensation Insurance

Bank's rights or obligations hereunder. At the request of University, PNC Bank shall provide one

(viii) During the Term of this Agreement, University (A) will promote the Program, and (B) has granted PNC Bank the exclusive right to market the

[redacted]

Program to Constituents on campus and has not granted that right to any other financial institution.

(b) PNC Bank represents and warrants as of the Effective Date and during the Term of this Agreement that:

(i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured

[redacted]

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

(a) PNC Bank may advertise the Program in such media and in such manner, as the parties shall mutually agree. PNC Bank may identify University as its client in the ordinary course of its banking business. Notwithstanding the foregoing, University must have PNC Bank's prior

written approval for any advertising materials that include any references to PNC Bank's products

of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of PNC Bank.

harmless University, its officers, directors, employees, and agents from and against all Losses arising directly or indirectly, out of or relating to the following:

(i) Material breach of any representation, warranty or obligation under this Agreement by PNC Bank, or any of its officers, directors, employees or agents;

(ii) Violation by PNC Bank, its officers, directors, and employees, of Applicable Law or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with performance under this

Party Claim described in the Notice of Claim, the Indemnified Party will defend against and contest such Third Party Claim.

Indemnified Party may, but will not be obligated to, participate in the

POSSIBILITY OF SUCH; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.

15. TAXES

University is a tax exempt entity and has been fully advised by University's counsel and/or [redacted]

tax consultant of any tax implications resulting from this Agreement.

16. ASSIGNMENT/BINDING EFFECT

[redacted]

Information, and (iii) in the event consent to disclosure is not given by the non-disclosing party prior to the disclosing party's time for production, the disclosing party agrees that the non-

disclosing party shall have the right to pursue a motion to quash or other similar procedural step in order to try to prevent the production or publication of the specific Confidential Information. Notwithstanding anything herein to the contrary, nothing herein is intended to require, nor shall it be deemed or construed to require, either party to fail to comply, on a timely basis, with a subpoena, court or administrative order or other process, or requirement.

(c) It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the parties utilize the same control (but no less than commercially reasonable controls) as it employs to avoid disclosure of its own confidential and valuable information and

23. SEVERABILITY

Any element of this Agreement held to violate a law or regulation shall be deemed void and all remaining provisions shall continue in force. The parties shall in good faith attempt to

[redacted]

replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing or achieving the intent of the original provision.

24. GOVERNING LAW/JURISDICTION

This Agreement shall be governed by and construed under the laws of the Commonwealth

[redacted]

With a copy to:

PNC Bank, National Association
The Tower at PNC Plaza
300 Fifth Avenue
P1-POPP-21-1
Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

The names and addresses for the purpose of this Section may be changed by either party [redacted] giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or [redacted]

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its

By:

By:

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
INTENTIONALLY OMITTED

EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D
PNC BANK MARKS

EXHIBIT E
UNIVERSITY MARKS

EXHIBIT F
[illegible]

[Remainder of page intentionally left blank]

EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("**ATM Agreement**"), is effective as of the effective date of the Banking Services Agreement, ("**Effective Date**"), and entered into by and between the University of Scranton, a Pennsylvania non-profit corporation, with principal offices at 800 Linden Street, Scranton, PA 18510 ("**University**"), and PNC Bank, National Association, a national banking association ("**PNC Bank**"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between

University and PNC Bank (the "**Banking Services Agreement**"). Capitalized terms used in this

installed within utility company conduits or rights of way or within the

other portions of the related Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal.

(vi) With the exception of the first year of the Agreement, PNC Bank shall have

place a label on the ATM indicating its interest in such machine and related Equipment and

Installations which label University agrees not to disturb

7. O eration Servicin Maintenance and Re air

Installations and install the necessary outlets and connections, if required, at its expense;

(ii) keep the ATM and the area around the ATM clean and free from obstruction, and, with respect to the Location generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the Effective Date;

(iii) pay all costs and expenses for ownership, operation, maintenance and repair of the Location (including real estate taxes and utilities) not expressly made payable by PNC Bank herein;

(iv) maintain the Location in accordance with the environmental standards, if provided by PNC Bank, as required by the ATM manufacturer for the proper functioning of the ATM; and

8. Covenants

(a) University hereby covenants as follows:

(i) it shall not use or permit the use of the PNC Bank name or logo without

(b) PNC Bank shall impose a surcharge on non-PNC users of its ATM at the Location.

During the Initial Term, the surcharge amount shall be three dollars and seventy five cents ($3.75).

maintain, workers compensation insurance with respect to their respective employees in the amounts required by applicable law.

Each party shall, upon request, provide to the other such evidence as shall be reasonably requested of the maintenance of required insurance. PNC Bank, however, shall upon request provide a Memorandum of Insurance to University as evidence of the required insurance. Each party shall, to the extent to the extent permitted under Pennsylvania law and available from their insurance carrier at no additional cost, cause the policies of insurance providing the aforesaid coverage to

operating the ATM at the Location on or before the Effective Date or University fails to obtain any of the approvals specified in Sections 5(b)(ii) and 6 hereof, or such approvals are rescinded or withdrawn or modified in a manner that is deemed by PNC Bank to be materially adverse to such operation;

(3) the enactment or adoption of any laws, ordinances, regulations or interpretations thereof which, in PNC Bank's reasonable judgment, will

other federal, state and local laws regarding access to and service to individuals covered by the ADA. University's compliance obligation will include, but not be limited to, the design, construction and alteration of the Location as University may have to alter to be in compliance with the ADA.

C. **Notices:** All notices which either party may be required or desire to give to the other under this ATM Agreement, party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices

If to PNC Bank:

PNC Bank, National Association
1600 Market Street, 8th Floor
Philadelphia, PA 19103
ATTN: Ken Justice, SVP
Telephone: 412-762-7791

hereunder.

D. **Entire ATM Agreement:** This ATM Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the transactions contemplated herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged

IN WITNESS WHEREOF, [illegible] duly executed, legally bound, each party hereto has caused its [illegible]

[illegible]

[illegible]

[illegible]

[illegible] 6e

Name: Nichole L Ha an

Title: Senior Vice President Universit Bankin Sales Mana er

Date:

Name: Timo P. Doyle

Title: Senior Vi ide Fol Finance & Administrationw

Date: 12-18-2

SCHEDULE A
TO "EXHIBIT A"

ATM LOCATIONS

University hereby licenses to PNC Bank the right to have installed, maintain, service

EXHIBIT B

[INTENTIONALLY OMITTED]

EXHIBIT C

PNC BANK MARKS

1. The PNC Bank Marks that are licensed under the terms of the Web Linking [illegible]

PNC

2. University agrees to use the PNC Bank Marks in accordance with the standards set forth below:

a. PNC Bank must approve the "PNC" name being used.

b. When using the PNC names, never alter (such as by changing the case or otherwise) [illegible] or combine those names with any other words.

c. Use original reproduction artwork, never create your own PNC logo, or alter the original in any way.

d. The PNC logo may ONLY be printed in black or in a color or colors approved by PNC Bank.

EXHIBIT E

UNIVERSITY MARKS

The University marks, logos and other graphics that are licensed under the terms of the Web

[redacted]

EXHIBIT F

WEB LINKING AGREEMENT

This Web Linking Agreement (this "**Web Agreement**"), is effective as of the effective date of the Banking Services Agreement, ("**Effective Date**"), and entered into by and between is entered into by and between the University of Scranton, a Pennsylvania non-profit corporation, with principal offices at 800 Linden Street, Scranton, PA 18510 ("**University**"), and PNC Bank, National Association, a national banking association, ("**PNC Bank**"). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "**Banking Services Agreement**"). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given

Either party may terminate this Agreement immediately if at any time content on the other party's Website is reasonably deemed to be objectionable or inconsistent with the mission or philosophy

of the terminating party. The parties agree that upon receipt by either party of written notice of termination from the other party, both parties will immediately remove any and all Weblinks to the other party's Website from each of their respective Websites. In addition, either party may

[Signature page to follow]

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Web Linking Agreement on its behalf, as of the [redacted]

By:

Name: Timo P. o -

Title: Senior Vi , For Finance & Administration

Date: 12-18-24

PNC BANK, NATIONAL ASSOCIATION

By:

Name: Nichole L Ha an

Title: Senior Vice President Universi Bankin Sales Mana er

Date:

1. The PNC Bank Marks that are licensed under the terms of this Web Linking Agreement are:

PNC Logo, PNC bank name in text form, pnc.com

a. PNC Bank must approve the "PNC" name being used.

PNC Bank shall pre-approve all uses of the PNC Bank Marks.

The University marks, logos and other graphics that are licensed under the terms of the Web Agreement may be found here:

EXHIBIT G

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE

AGREEMENT ("**CM Agreement**"), by and between the University of Scranton, a Pennsylvania non-profit corporation, with principal offices at 800 Linden Street, Scranton, PA 18510 ("**University**"), and PNC Bank, National Association, a national banking association ("**PNC Bank**"). This CM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "**Agreement**"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the parties have entered into the Agreement under which certain specified services create a Tier Two Arrangement; and

WHEREAS, the University has to comply with the DoE Regulation requirements for Tier Two Arrangements, that include the direct marketing of a Financial Account.

Financial Account or Access Device is cobranded with the institution's name, logo, mascot, or other affiliation and is marketed principally to students at the institution; or (iii) A card or tool that is provided to the student for institutional purposes, such as a student ID card, is validated, enabling the student to use the device to access a financial account.

(f) "**DoE Regulation**" shall mean the Department of Education Regulation for Cash Management, as amended from time to time (34 CFR 668).

(g) "**Effective Date**" shall mean the Effective Date of the Agreement.

(h) "**Financial Account**" shall mean a student's or parent's checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by the Financial Institution.

(i) "**Financial Institution**" shall mean PNC Bank.

customers during the term of this Agreement and the University receives a Customer Complaint about PNC that (i) the University is unable to resolve, or (ii) becomes public

(e) The University shall provide the Financial Institution with sixty (60) days prior notice of its intent to comply with Sections 2(b), 4(c), and 4(d). The University shall also provide, when requested, a copy of the Agreement or up-to-date URL that will be used to comply with the DoE Regulation.

(f) ATMs. The University has determined the ATM requirements set forth by the DoE Regulation are satisfied pursuant to the ATM License Agreement which is an exhibit to the Agreement.

(g) Best Interest of the Students. During the Term of the Agreement the University [redacted]

will conduct reasonable due diligence reviews in a manner and frequency defined by the Secretary of Education, to ascertain whether the fees charged by PNC Bank to customers who have obtained the PNC Financial Account are considered as a whole, consistent with or below prevailing market [redacted]

begin implementation of the Plan within sixty (60) days from the date upon which the parties mutually agree to the Plan in writing. The implementation period for the Plan shall not

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Department of Education Cash Management Compliance Agreement on its behalf, as of the Effective Date.

UNIVERSITY OF SCRANTON

By:

Name: Tim P. Do -

Title: Seni U - , Fol nance & Administration

Date: 12-18-

PNC BANK, NATIONAL ASSOCIATION

By:

Name: Nichole Ha an

Title: Senior Vice President, Universi Banking Sales Mana er

Date:

SCHEDULE "A"

TEMPLATE OF ANNUAL MEAN, MEDIAN AND CONSIDERATION COMMUNICATION

XX XX XXXX

[ADDRESS]
Dear XXXX:

On October 30, 2015, the Department of Education published final regulations amending its cash management rules (see, 34 CFR 668.161 – 668.167). In an effort to assist your institution in complying with the provisions under 34 CFR 668.164(c)(2)(vii), (c)(2)(viii), (c)(2), (f)(4)(iv),

Sincerely,

Nichole L Hagan
Senior Vice President
Manager – University Banking