

**BENEDICTINE UNIVERSITY
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement is entered into on February 1, 2009 by and between BENEDICTINE UNIVERSITY, Lisle, Illinois, ("University") and U.S. BANK NATIONAL ASSOCIATION ("Bank").

Recitals

WHEREAS, University issues to students, staff and faculty ("Users") a multifunctional identification and service card known as the ID Card ("ID Card"); and

WHEREAS, University desires to include Banking Services (as herein defined) as a part of the function of the ID Card; and

WHEREAS, Bank is in the business of offering financial services including, but not limited to, the Banking Services; and

WHEREAS, University and Bank wish to provide services to the Users in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, University and Bank agree as follows.

1. Banking Services. Bank will, during the term of this Agreement, be the exclusive provider of Banking Services that may be accessed by Users through the ID Card. "Banking Services" means certain financial products linked to the ID Card, including checking accounts and automated teller machine ("ATM") services, and further described in EXHIBIT A ("Select Features of Checking Accounts") of this Agreement.

1.1 Transactions. Bank will provide a checking account at Bank to qualified Users, including students, faculty and staff of the University, which may be accessed through the ID Card and will permit PIN-based point of sale ("POS") debit and automated teller machine ("ATM") transactions.

1.2 Other Financial Services Available. Bank will promote its Student Checking Account and Employee Workplace Banking Account for use with the ID Card, but qualified Users may select any of the accounts offered by the Bank. Bank agrees that it will not promote or offer Credit Card Services to students on University premises.

1.3 Account Features. Bank will offer Banking Services associated with its Student Checking and Employee Workplace Banking account products, as described in EXHIBIT A as amended from time-to-time. Bank may make reasonable changes to the terms in EXHIBIT A to enhance these account features as it sees fit. Bank agrees to

give the University most-favored customer treatment regarding changes to the terms in EXHIBIT A and any modification of EXHIBIT A pursuant to this paragraph shall be no less favorable to the University than to any other similarly situated party that has obtained Student Checking and Employee Workplace Banking account products from Bank. Additionally, the U.S. Bank-branded ATM on the University campus will be free of transaction charge to Bank checking account holders when accessing their account with the Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to the Banking Services will be subject to further agreement of both parties.

1.4 Eligibility. Eligibility for ID Cards will be at the sole discretion of the University, but a User's eligibility for Banking Services shall be at the sole discretion of the Bank.

2. Automated Teller Machines. University and Bank anticipate placing one ATM on the University's campus. The number, operation, and placement of the ATMs is governed by and subject to a separate ATM Placement Agreement between Bank and University.

3. Technical Specifications. University and Bank agree to the following terms related to the technical specifications and functionality required of the ID Cards.

3.1 ID Card Issuance and Maintenance. University will be responsible for ID Card issuance and maintenance. University may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but shall do so subject to the Technical Specifications for Banking Services contained in EXHIBIT B ("Technical Specifications") of this Agreement.

3.2 Other Functionality. It is understood that the ID Card will include the ability to perform other electronic functions in addition to the Banking Services. University shall be responsible for ensuring that any such functions will not interfere with the Banking Services functions and the specifications defined in this Agreement, which shall be verified by Bank through testing of the ID Card to ensure the ID Card functions properly.

4. Lost, Stolen, and Canceled Cards. University shall use reasonable efforts to advise Users who report a lost or stolen ID Card to the ID Card office to also notify the Bank directly, but is in no way responsible for a User's failure to notify Bank. Bank shall use reasonable efforts to advise Users who report a lost or stolen ID card to the Bank directly to also notify the ID Card office directly, but is in no way responsible for a User's failure to notify ID Card office. Notice to the Bank should be made by the User calling 1-800-USBANKS, or by such other notification procedure as may be set forth by Bank from time to time. Bank is not involved in any stored value function which may be attached to the ID Cards, and Bank is not responsible to the University or any User for any losses associated with the stored-value function of the ID Card, unless due to the act or negligence of Bank, its employees or agents.

5. Marketing.

5.1 Solicitation. Bank may solicit new Bank accounts. Bank agrees not to solicit Credit Card Accounts on University premises. Bank may prepare text acceptable to University for brochures or ATM messages relating to the Banking Services for distribution to Users. University will acknowledge approval of text in writing. Bank may continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of the Banking Services. No marketing materials may be distributed at University without University's prior review and written approval.

5.2 Events. University will provide Bank with preferred access to, and presence at, significant on-campus events to advance the opening of new Bank accounts at no additional cost to Bank. These events would include, but are not limited to, carding events, orientation events, international student orientations, study abroad sessions, new hire orientation and financial wellness seminars.

5.3 Signage. Subject to University's prior written approval, Bank may display informational and directional signage on campus identifying ATM locations, which signage shall be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank shall not cause to be fixed to any University property signage of any kind without the prior written approval of University.

Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus, and shall be allowed to place directional stickers or floor coverings on the floors of the buildings housing the ATMs and/or other Bank-placed products. University, without cost or expense to University, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank's sole expense and Bank shall expend the necessary time to obtain such approvals. Nothing contained herein shall be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.

5.4 Promotional Information. University shall facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank. Neither University nor Bank will share any User information as part of this Agreement.

5.5 Prior Approval. University shall not distribute any materials using Bank's name or relating to the Banking Services without receiving prior approval from Bank.

6. Red Flags Rule. Bank has developed a written Identity Theft Prevention Program (Program) sufficient to assure compliance with the Federal Trade Commission regulation known as the Red Flags Rule, that identifies relevant Red Flags in connection with the opening of new Bank accounts or any existing Bank accounts and includes reasonable policies and procedures to prevent detect, or mitigate identity theft. Bank will employ the Program to detect and appropriately respond to relevant Red Flags that may arise in the performance of Banking Services under this Agreement.

6.1 Notification of Responsive Action. If the Bank detects Red Flags in a Bank account attached to the ID Card, and determines that the appropriate response is to close an existing account; or not open a new account; or notify law enforcement, Bank agrees to immediately notify the University. If, and to the extent, permitted by applicable privacy laws and Bank's internal customer privacy policy, Bank shall provide the University with sufficient information regarding the identity of the account holder and nature of the Red Flags to enable the University to take appropriate mitigating action.

7. Exclusivity. During the term of this Agreement, University agrees to the following exclusivity provisions.

7.1 Banking Services. During the Term of this Agreement, University will not enter into any agreement with any issuer of debit cards or provider of services covered in the Banking Services (as defined in Section 1 of this Agreement) for the purpose of issuing debit cards, or their functional equivalent, or accounts that bear or are associated with University's name or protected marks.

7.2 On-Campus Activities, Events, and Promotion. University will provide Bank with exclusive access to University activities, events, and promotional locations as provided in Section 5 of this Agreement for purposes of promoting the ID Card and Banking Services.

7.3 No Guarantee. Nothing contained herein shall be construed as a guarantee, representation, or warranty by University to Bank as to volume, revenue or profit under this Agreement.

8. Term and Termination. This Agreement will remain in effect for an initial term of three years, beginning on the date of this Agreement ("Term"). After completion of the initial Term, this Agreement will automatically renew in subsequent one-year terms until the Bank or the University notifies the other party in writing their desire to terminate the Agreement. Written notification of termination must be received thirty (30) days prior to the end of the Term. In absence of any such notice, this Agreement will continue to remain in effect.

8.1 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 shall 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 thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ten (10) days written notice to the breaching party, subject to Section 8.2 regarding immediate termination for cause.

8.2 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.

8.3 Termination; Effect on Users. The University and Bank agree that each User who has an account with Bank attached to the ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant to subsection (8.1) or (8.2) above, or upon Users leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through the University by any party. Upon any termination of this Agreement pursuant to subsection (8.1) or (8.2) above, University shall cooperate with Bank in order to de-link the User accounts from the ID Card. Bank acknowledges that the ID Cards and the ISO numbers used for the ID Card accounts are and shall remain the property of the University at all times.

8.4 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 (“Royalty Schedule”) relating to outstanding amounts due, Section 10 (“Indemnification; Losses”) regarding indemnification, and Section 13.8 (“Confidential Information”) regarding the use and preservation of confidential information will survive the termination of this Agreement.

9.0 Representations and Warranties. Each party represents and warrants as follows:

9.1 No Conflict. Neither the execution nor the delivery of this Agreement, nor performing the activities contemplated by this Agreement, violates or conflicts with any applicable law, regulation, or rule, or contract to which the party is subject.

9.2 Authority. Each party has the authority to enter into this Agreement and has received all necessary approvals.

9.3 University Authority. University has the authority to enter into this Agreement

9.4 No Other Agreements. University warrants and represents that it does not currently have, nor will have during the course of this Agreement, any relationships with other financial services companies other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered by Bank.

9.5 Ethics. Bank has not given and will not give any commissions, payments, kickbacks, lavish or expensive entertainment, or other inducements of more than minimal value to any employee, agent or customer of the University in connection with this Agreement. Bank warrants that it will not knowingly be involved in any illegal or unethical activities, and that it will comply with any applicable federal, state, or local law associated with the provision of Banking Services.

10. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

10.1 Bank Indemnification of University. Bank will defend, hold harmless, and indemnify University from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, which University may suffer or incur by reason of Bank's negligence or the willful misconduct of employees, agents or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event University seeks indemnification from Bank, University will provide notice to Bank of the events leading to the claim as soon as known to University and University will allow Bank to control the defense of such claims in return for Bank's indemnification.

10.2 University Indemnification of Bank.
The University will defend, hold harmless, and indemnify Bank from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, which Bank may suffer or incur by reason of the University's negligence or the willful misconduct of employees, agents or officers of University arising out of the performance or nonperformance of services under this Agreement. In the event Bank seeks indemnification from the University, Bank will provide notice to the University of the events leading to the claim as soon as known to Bank and Bank will allow University to control the defense of such claims in return for University's indemnification.

11. License. Both University and Bank may, at their sole cost and expense, advertise the existence and location of the ID Card and the ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting the ATMs and ID Card pursuant to this Agreement. Nothing herein shall give to the University and Bank any right, title or interest in the others' trademarks (except the right to use in accordance

with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. The prior written approval of each party shall be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to the use of its trademark logo on Bank-issued checks and check cards in connection with this Agreement, and such consent survives the termination of this Agreement and the Users' affiliation with University.

12. Notices. All notices and statements by either party in connection with this Agreement shall be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified or registered mail, first class, postage prepaid, return receipt requested.

University: Benedictine University
 Attn: Executive Vice President
 5700 College Road
 Lisle, IL 60532

Bank: U.S. Bank
 Campus Banking
 Attn.: Whitney Bright – Vice President
 2447 Shetland Dr.
 O'Fallon, MO 63368

13. Miscellaneous.

13.1 Choice of Law. This Agreement and its interpretation shall be governed by the laws of the State of Illinois. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

13.2 No Waiver. The delay or failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

13.3 Severability. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.

13.4 Entire Agreement; Amendment. This Agreement and any attachments constitute the entire agreement between the parties, notwithstanding any

prior oral understandings or contrary provisions contained in any previous written documents between the parties. Any modification or amendment of this Agreement must be in writing and executed by authorized personnel of both parties. Paragraph headings are for information purposes and do not constitute a part of the Agreement.

13.5 Assignment. Neither party shall assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party; provided, that Bank shall have the right, without the University's consent, to transfer or assign this Agreement to any parent, subsidiary or affiliate of Bank or to any entity succeeding to substantially manage all of the assets of Bank as a result of a consolidation or merger.

13.6 Power and Authority. The undersigned persons executing this Agreement represent and certify that they have been fully empowered by their respective organizations to execute and deliver this Agreement and that all necessary corporate action for the making of this Agreement has been taken and done.

13.7 Force Majeure. Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

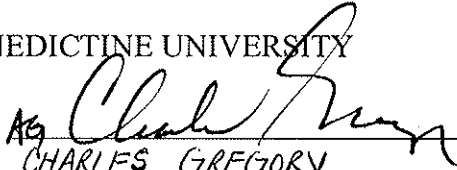
13.8 Confidential Information. This Agreement does not contemplate sharing confidential customer (User) information by Bank. However, Bank and University each acknowledge that each party, or its agents and subcontractors, may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to Title V of the Financial Modernization Act (the Gramm-Leach-Bliley Act [GLBA], 15 U.S.C. § 6801 et seq.) and/or the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) when applicable.

13.9 Independent Contractors: The University and Bank are independent contractors and neither party is an agent or employee of the other party and nothing in this Agreement is intended to imply or create anything to the contrary. In no event shall Bank's employees be deemed or represent themselves as employees of the University.

13.10 No Third Party Beneficiaries: It is understood and agreed that nothing contained in this Agreement shall confer or be construed to confer and benefit on persons who are not parties to this Agreement. Without limiting the foregoing, the parties agree that, there are no intended third party beneficiaries of this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement, as of the date first above written, by and through their duly authorized officers.

BENEDICTINE UNIVERSITY

Sig: 
By: CHARLES GREGORY
Title: EXECUTIVE VICE PRESIDENT
Date: 1/28/2009

U.S. BANK NATIONAL ASSOCIATION

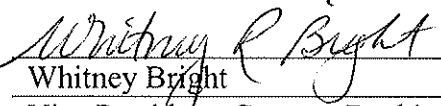
Sig: 
By: Whitney Bright
Title: Vice President, Campus Banking
Date: 2/4/09

Exhibit A

Select Features of Checking Accounts*

Student Checking Account

Bank offers students a competitive Student Checking account with the following benefits available to qualified applicants:

- Banking attached to the ID Card
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of customized checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Bill Pay for the life of the account
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Four (4) FREE Non-U.S. Bank ATM withdrawals per month
- Unlimited FREE debit card POS transactions
- FREE Goal Savings account
- Overdraft Protection available
- 24-hour banking services via telephone or internet
- 24-hour customer service representatives via telephone or e-mail

Workplace Banking - Employee Account

Bank understands that the faculty and staff members of the University community have expanded banking needs and offers a Workplace Banking account that includes the following benefits available to qualified applicants:

- Banking attached to the ID Card
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of customized checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Bill Pay for the life of the account
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Unlimited FREE debit card POS transactions
- Money Market Account with no minimum balance and no monthly maintenance fee
- Visa Check Card with Checking that Pays®, a unique debit card that pays cash back on select purchases
- Up to 1% off installment loan rates with AutoPay
- 10% off home loan origination fees up to \$150
- FREE personal financial consultants
- 10% discount on commissions for broker-assisted stock options and no-load mutual fund transactions
- Continuous 50% discount on any size safe deposit box

- ¼% bonus interest rate on certificates of deposit for a one year term or longer
- No fee U.S. currency Travelers' Cheques
- No closing costs on home equity loans
- 2,500 bonus World Perks miles with a World Perks credit card for new accounts
- Overdraft protection available
- 24-hour banking services via telephone or internet at no charge
- 24-hour customer service representatives via telephone or e-mail
- Accepts direct deposit of payroll

*This information is provided for descriptive purposes only; this is not to be used for marketing purposes or for public distribution.

Exhibit B

Technical Specifications

1. U.S. Bank will provide University a pool of 16-digit card numbers using the following Bank owned BIN: 587854. Bank will replenish pool with new, unique 16-digit card numbers within 15 days of written request from University.
2. The 16-digit card number must appear on the front of the ID Card.
3. No two card numbers shall be the same.
4. In the event of a lost or stolen ID Card, University will issue a new card with a new number.
5. Bank will provide University with the required layout and specifications for track 2. The University or its contractor will encode this track on all ID Cards in compliance with the specifications provided to University in the "University ISO Numbering Strategy & Track 2 Layout" document.
6. University shall timely report known cases of fraud, lost or stolen cards in a form and manner acceptable to Bank.
7. The card must comply with all applicable network requirements. The card must display the U.S. Bank branding logo. This may be printed on the back of the card.
8. Upon contract termination, the University must complete the following within sixty (60) days:
 - (a) Cease issuance of cards using Bank owned card number
 - (b) Return unused pool of card numbers to Bank
 - (c) Remove Bank logo from new and replacement cards