

**SECOND AMENDMENT TO THE  
UNIVERSITY BANKING SERVICES AGREEMENT**

This Second Amendment to that certain University Banking Services Agreement, (the “Second Amendment”) is effective as of the first day of April, 2025 (the “Second Amendment Effective Date”) by and between The University of Cincinnati, organized and operated under Chapter 3361 of the Ohio Revised Code (“University”), and PNC Bank, National Association, a national banking association, with its principal office at 300 Fifth Avenue, Pittsburgh, Pennsylvania 15222 (“PNC Bank”). All capitalized terms used in this First Amendment and not defined shall have the same meaning given them in the Agreement.

WHEREAS, the parties entered into a University Banking Services Agreement dated April 1, 2018, amended by a First Amendment dated December 14, 2022 (the “Agreement”); and

WHEREAS, the parties wish to provide for a Renewal Term of the Agreement, and make certain other changes thereto; and

WHEREAS, the parties agree that they will be bound by the terms hereof.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2 of the Agreement is deleted in its entirety, and replaced with the following:

This Agreement shall commence on the Effective Date and shall terminate on the seventh anniversary of the Effective Date (“Initial Term”). Thereafter, it shall renew for one (1) two-year renewal term, ending March 31, 2027 (“Renewal Term”).

2. Section 3(a) of the Agreement is amended, by adding to the end thereof, the following:

During each year of the Renewal Term, the Program Expectations shall be as follows:

New Student Checking Accounts	1,425
New WorkPlace Banking (Faculty/Staff) Account	75
Total New Accounts	1,500

3. Section 3(b) of the Agreement is amended, by inserting, immediately following the chart of annual Royalty payments, the following:

“For each year of the Renewal Term, the annual Royalty shall be \$307,000. This shall be a flat payment; there shall be no Royalty adjustments, including those provided for in subsections 3(d) or 3(e), during the Renewal Term.”

4. Section 3(f) of the Agreement is amended, by inserting, immediately following the chart of annual Royalty payments, the following:

“For each year of the Renewal Term, the annual rent shall be \$33,000.”

5. Sections 6(a) and 6(b) of the Agreement shall be deleted in their entirety, and replaced with Attachment A (“Commitments of University”) attached hereto.

6. All provisions and terms and conditions of the Agreement not specifically addressed herein are hereby ratified and reconfirmed by the parties.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Second Amendment on its behalf, as of the Second Amendment Effective Date.

**PNC BANK, NATIONAL ASSOCIATION**  
("PNC BANK")

**THE UNIVERSITY OF CINCINNATI**  
("University")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Nichole L. Hagan

Name: Andrew Conley

Title: Senior Vice President, University Banking  
Sales Manager

Title: Associate General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT "A"  
COMMITMENTS OF UNIVERSITY

The University, including all colleges, campuses, and departments where cooperation with PNC Bank is necessary to conduct the Program, shall, during the Term of this Agreement:

- (i) Work in good faith to generally support the Program, and PNC Bank's status as Preferred Provider, as follows:
  - a. Promote the availability of the Program to its Constituents as mutually agreed between the parties;
  - b. 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;
  - c. University shall inform Constituents, in a manner acceptable to PNC Bank, of PNC Bank's status as the University's Preferred Provider and which explains the Program;
  - d. 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 engagement, student employment, student government, athletics, parent's association, human resources, and others deemed appropriate to ensure success of the Program;
  - e. As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University's vendors (bookstore, food service, etc.) and human resource departments; and
  - f. Permit PNC Bank physical access on campus and presence at campus events, at no additional cost to PNC, necessary for PNC Bank to exercise the marketing rights enumerated herein at mutually agreeable dates, times and locations.
- (ii) Make available the following marketing rights for the Program, subject to pre-approval by the University and subject to change as new programs are developed for the University or new marketing tactics are explored by PNC:

**STUDENTS:**

- a. PNC Bank shall be the Preferred Provider of retail banking services to students and shall have exclusive rights to market to students as a Preferred Provider when offering the Financial Services and Program to students.
- b. University will permit PNC Bank preferred access to common areas, at no cost to PNC Bank, for tabling events throughout the year on a schedule approved in

advance by the University which may be in writing or verbally presented during Program planning, including, but not limited to all events listed below. “Preferred Access” shall mean locations which are mutually acceptable to PNC Bank and the University and which generally support the visibility and accessibility of PNC Bank personnel to students, parents and/or constituents. This will include University’s support of PNC’s direct participation in events such as those set forth below, whether in-person or virtual. PNC table locations will be prominently placed where appropriate at University events such as:

1. New Student Registration and Orientation – Domestic, International, Transfers, Honors, and Professional/Graduate
  2. Any other specialized orientation that is coordinated for incoming students
  3. Parent Orientation or the equivalent
  4. Back to school/Move In events
  5. Welcome Week or the equivalent
  6. Grad and/or Cap-n-Gown Fairs
  7. Admission events
  8. Open Houses
  9. Family/Parent Weekend events
  10. Student Organization and Association resources fairs or the equivalent
  11. Career Fairs
  12. Campus-wide festivals
  13. Other student events specific to the University identified over the year that may be deemed appropriate
- c. University will make reasonable efforts to collaborate with the New Student Orientation unit to present the benefits of the Program to students/parents during New Student orientations as described above.
  - d. University will support PNC by making reasonable efforts to allow virtual and/or in-person presentations to student orientation leaders, campus ambassadors, or the equivalent for the purpose of educating them about the Program.
  - e. University will support PNC by making reasonable efforts to allow periodic communications through all digital channels the University employs, now or in the future, as may be agreed by the parties.
  - f. University will support PNC by making reasonable efforts to allow periodic communications of direct mail to home addresses and/or email, promoting PNC Bank, at PNC Bank’s expense to incoming first year students.
  - g. University will support PNC by making reasonable efforts to allow periodic direct mailing or emailing to graduating students.
  - h. University will support PNC by making reasonable efforts to allow periodic social media messaging via mutually agreed upon university channels through the school year, as provided by PNC Bank and approved by the University.

- i. Permitting on-campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with Applicable Law; (ii) are limited to dates, times, and locations designated by the University for such activities, and (iii) are scheduled through the normal University process for reserving space.
- j. Permitting the distribution by PNC Bank of Program communications, via distribution methods approved by the University or its departments (which Program communications bearing University Marks shall be approved in writing in advance by the University, and such approval shall not be unreasonable withheld, conditioned, or delayed).
- k. University will make a reasonable effort and promote PNC's financial education and financial literacy content to Constituents, including, for example, social media, webinars, articles and 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.
- l. University will make reasonable efforts to design a PNC Bank landing page on the University's .edu website to create an awareness of the Program as determined by agreement of PNC Bank and link to a customized PNC Bank-owned domain at [www.pnc.com/UC](http://www.pnc.com/UC) wherein information about the Program will be available.
- m. When appropriate, the University will make reasonable efforts to permit advertising by PNC Bank in University publications, digital assets, website and/or mailings as mutually agreed upon between the parties.

**FACULTY/STAFF:**

- a. University will support PNC by making reasonable efforts to allow the distribution of materials by PNC Bank to all new Employee hires as mutually agreed between the parties, and at any in-person or digital new hire orientations, permit PNC Bank dedicated time in the orientation program to speak, virtually or in person, to Employees about the benefits of PNC.
- b. University will permit, at no cost to PNC Bank, on-campus promotions, giveaways, etc. sponsored by PNC Bank, provided such events are: (i) in compliance with Applicable Law, (ii) are limited to dates, times and locations designated by the University for such activities; and (iii) are scheduled through the normal University process for reserving space.
- c. University will support PNC by making reasonable efforts to allow PNC Bank's participation in various Employee programs, at no cost to PNC Bank, including but not limited to: University wellness, benefits fair(s), Employee resource and appreciation events, or their equivalent.
- d. University will make reasonable efforts to ensure semi-annual contacts to Employees via email or direct mail to a list of Employees provided by the University.
- e. University will support PNC in their development and implementation of programs to make available financial wellness resources and education experiences to employees.

- f. University will support PNC by making reasonable efforts to allow PNC to set up informational workshops with individual departments as mutually agreed upon.
- g. University will make reasonable efforts to permit the use of intra-campus mail or e-mail from time to time for distribution by PNC Bank, through a vendor of PNC Bank's choice, of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned, or delayed.
- h. When appropriate, the University will make reasonable efforts to permit advertising by PNC Bank in University publications, digital assets, website and/or mailings as mutually agreed upon between the parties.
- i. The University will make reasonable efforts to provide exclusive weblinks from University's intranet and public website key pages (including but not limited to new hire orientation, human resources, benefits, auxiliary services, and University web search) on the University's website, as determined by agreement of PNC Bank and the University, to a Workplace banking web page maintained by PNC Bank ([pnc.com/workplace/employee](http://pnc.com/workplace/employee) or similar).
- j. PNC Bank shall provide its Financial Wellness Achievement Center<sup>SM</sup> ("Achievement Center") educational platform.
  - i. Educational Platform Access. Use of the Achievement Center education platform by the Employer and its employees is subject to the terms and conditions set forth on the website.
  - ii. Reporting. PNC will provide periodic reports at a minimum annually to the University on employee engagement. Reporting content will be discretionary and determined by PNC.