

UNIVERSITY RETAIL BANKING SERVICES AGREEMENT

THIS UNIVERSITY RETAIL BANKING SERVICES AGREEMENT (“Agreement”) is executed as of the last date signed and is effective as of the 1st day of July, 2018 (“Effective Date”), by and between Marquette University, a Wisconsin nonstock, not-for-profit corporation (“University”) and Wintrust Financial Corporation, a company organized under the laws of Illinois having its principal place of business in Rosemont, Illinois, for the benefit of its banking subsidiaries (“Wintrust”).

In consideration of the mutual promises and covenants contained herein, this Agreement sets forth the terms pursuant to which Wintrust will offer the Program to Constituents and Alumni of University.

1. DEFINITIONS

For the purposes of this Agreement, the following terms will have the following meanings:

(a) “Access Device” means a card, code, or other means of access to an Account, or any combination thereof, that may be used by a Student to initiate electronic fund transfers.

(b) “Account” means any University-affiliated Student, faculty, or staff personal transaction deposit account including by way of example only and not in limitation of the foregoing, Marquette checking, with Wintrust that is opened under the Program.

(c) “Affiliate” means, with respect to either party hereto, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with Wintrust or University; “control” means the power to direct the management of the affairs of the entity; and “ownership” means the beneficial ownership of more than 50% of the equity of the entity.

(d) “Automated Teller Machine” or “ATM” means an electronic terminal, together with such wiring, connections and hook-ups necessary to connect it to the Allpoint, SUM, MoneyPass or other appropriate network, that may perform one or more banking functions on behalf of customers, including, without limitation, dispensing cash, accepting deposits, making transfers between accounts and giving account balances.

(e) “Branch” means the full service banking facility that Town Bank, a Wintrust bank, will operate pursuant to the terms of a lease executed by the parties.

(f) “Branch Lease” means that certain lease, negotiated separately, setting forth the terms pursuant to which Town Bank will rent space from the University for the purpose of operating a full service bank branch.

(g) “Constituents” means University’s Students and Employees, collectively.

(h) “Customer Complaint” means a written expression of dissatisfaction with Wintrust's products, services and/or business practices within the scope of this Agreement between Wintrust and University, by a Wintrust customer, prospective customer or other user of Wintrust's products or services who is also a full or part-time Student or Employee of the University. Customer Complaints will be handled according to the University's procedures.

(i) “DoED Regulation” means the Department of Education Regulation for Cash Management, as amended from time to time (34 CFR 668.161, *et. seq.*).

(j) “Employees” means faculty and staff employed by University. The Parties agree that the list of Employees will not be provided to Wintrust.

(k) “Financial Services” means:

(A) the following financial services to be offered by Wintrust to Students hereunder as part of the Program: checking accounts (including Marquette checking); online and mobile banking; Wintrust co-branded debit card; co-branded checks (if Wintrust chooses to provide); opening new Accounts; savings accounts; but in no event marketing credit cards or converting access devices into credit cards;

(B) the following financial services will be offered by Wintrust to Employees: checking accounts (including Marquette checking and Marquette premier checking); online and mobile banking; Wintrust co-branded debit card; co-branded checks (if Wintrust chooses to provide); Bank@Work programming; certificates of deposit; savings accounts; money market accounts, mortgages, loans, as well as provide access to investment planning services;

(C) the following financial services to be offered by Wintrust to Alumni hereunder as part of the Program: checking accounts (including Marquette checking and Marquette premier checking); online and mobile banking; Wintrust co-branded debit card; co-branded checks (if Wintrust chooses to provide); certificates of deposit; savings accounts; money market accounts; mortgages; loans; as well as provide access to investment planning services; and

(D) exercising the right to (i) deploy ATMs on University campus pursuant to the terms of an ATM Master License Agreement executed by and between the parties (the “ATM Master License Agreement”); and (ii) operate a Branch pursuant to the terms of the Branch Lease.

(l) “Mailing List” means a list of all of the Employees, New Students and current Students. This list shall be used by the University to mail Wintrust's Program material. The parties agree that the Mailing List will not be provided to Wintrust

(m) “New Students” means all freshmen and undergraduate transfer Students during their first year at the University.

(n) “Preferred Provider” means Wintrust is the only financial institution (i) to offer co-branded checks (if Wintrust chooses to provide them) and debit cards and (ii) University will allow to market Financial Services on campus to Constituents. This provision and Wintrust’s status as Preferred Provider, however, is subject to the Sponsorship Agreement and particularly its Article IV regarding exclusivity.

(o) “Program” means the Financial Services offered by Wintrust to Constituents and Alumni hereunder, as well as the additional commitments of Wintrust hereunder.

(p) “Sponsorship Agreement” means the Financial Services and Sponsorship Agreement dated as of June 28, 2018 between the University and Wintrust Financial Corporation (on its own behalf and on behalf and for the benefit of its Affiliates), as may be amended from time to time.

(q) “Student” means an individual enrolled to matriculate at the University.

(r) “Tier Two Arrangement” means a contractual relationship between an institution of higher education located in a State and a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the institution of higher education.

(s) “Title IV” means Title IV of the Higher Education Act of 1965, as amended, and any rule, regulation, instruction or procedure issued by the Department of Education Secretary.

(t) “University ID Card” means the ID card owned and issued by the University, or such other identification card issued by University, even if the designation “ID card” is renamed at a later date.

(u) “University Marks” means any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by University.

(v) “Wintrust Marks” means any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by Wintrust.

2. TERM

This Agreement will commence on the Effective Date and will terminate on May 31, 2028 (“Term”) unless sooner terminated as provided herein; provided, however, that if the term of the Sponsorship Agreement is terminated prior May 31, 2028, the Term will terminate on that earlier date.

3. PRODUCTS AND SERVICES

(a) Wintrust will provide Financial Services during the Term.

(b) Throughout the Term, Wintrust will provide administrative, management, consulting, mechanical, and operational services and personnel sufficiently necessary to fulfill its obligations completely as described herein, in a competent, capable, qualified and professional manner. Wintrust warrants that all services and activities to be provided by Wintrust hereunder will be performed in accordance with sound and professional principles and practices, consistent with generally accepted industry standards, and will reflect Wintrust's best professional knowledge, skill and judgment, all of which will be at a level appropriate to University's requirements for the services to be performed.

(c) The parties hereby acknowledge and agree that Wintrust will not provide any Title IV payment services on behalf of the University under this Agreement; and further, that the relationship between the parties arising under this Agreement constitutes a Tier Two Arrangement subject to DoED Regulation.

4. COMPLAINTS

In the event that the University receives a Customer Complaint about Wintrust that (i) the University is unable to resolve, or (ii) becomes public knowledge (e.g., known by the media), or (iii) raises questions related to compliance with applicable law, University will promptly (and in any event within thirty (30) days of receipt) notify Wintrust and deliver to Wintrust any written copy of such Customer Complaint.

5. EMPLOYEES

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

(b) University and Wintrust will have the sole and exclusive right to select, direct, discipline and terminate their own respective employees and to determine the terms and conditions of their employment in accordance with applicable law. Each party will have the right to inform the other party of any employee of such other party, who fulfills obligations hereunder for such party, whose conduct, in its good faith opinion, violates the terms of this Agreement or is otherwise unsatisfactory. Within sixty (60) days of receiving an employee-related complaint, the party receiving such complaint will address such issues raised in accordance with its established employment policies.

(c) Wintrust will employ only those individuals who are authorized to work in the United States to perform its obligations hereunder.

(d) When on or about the property of University, Wintrust agrees that its employees, contractors and agents will observe such reasonable rules and regulations as University will reasonably prescribe from time to time for the general population of its campus and including rules regarding access to campus locations during normal operating hours. University will make such rules and regulations available to Wintrust upon request.

(e) Wintrust will be fully responsible for the acts of its employees, contractors and agents and will take all reasonable precautions to prevent injury or loss to persons and property and will be responsible for all damage to persons or property caused by Wintrust or its employees, contractors or agents. Further, Wintrust assumes all liability arising out of dishonesty of its employees, contractors or agents.

6. COMMITMENTS OF UNIVERSITY

University will, during the Term of this Agreement:

(a) Promote the availability of the Program to its Constituents and Alumni as mutually agreed upon with Wintrust and University including publicizing Wintrust's status as established under this Agreement;

(b) Permit Wintrust the right to market the Program and Financial Services to Constituents and Alumni;

(c) Co-author with Wintrust a letter of introduction of Wintrust's Financial Services and transmit the letter to the Mailing List. Provide a University officer as a signatory to the letter. All letters sent to the Mailing List will be approved by the University, which approval will not be unreasonably withheld, conditioned or delayed;

(d) Distribute marketing materials provided by Wintrust for the Program to Constituents and Alumni on a mutually agreed upon frequency;

(e) Designate Wintrust as the only entity permitted to act as the Preferred Provider;

(f) As may be required for Wintrust to fulfill its commitments hereunder, permit Wintrust to work with University's vendors;

(g) Permit Wintrust physical access on campus and presence at campus events necessary for Wintrust to exercise the marketing rights enumerated herein;

(h) Make available the following marketing rights for the Program and such other marketing rights as the parties may agree upon:

Students:

- Annually perform mailings, at Wintrust's expense, to the New Students
- Distribution by Wintrust of Program communications and materials in approved sales and solicitation areas (which Program communications bearing University Marks will be approved in writing in advance by University, and such approval will not be unreasonably withheld, conditioned or delayed)

- Mention of Wintrust and the Program from time to time in agreed upon University publications and mailings
- Promotion of agreed upon student events to be sponsored by Wintrust
- Permitting mutually agreed upon on-campus promotions, giveaways, and other special marketing events sponsored by Wintrust
- Permitting on-campus tabling by Wintrust at University events

Employees:

- Distributing materials about the Program at new hire orientations
- Permitting mutually agreed upon on-campus promotions, giveaways, and other special marketing events sponsored by Wintrust
- Permitting on-campus tabling by Wintrust at University events including but not limited to benefit-related fairs, etc.
- Should certain events cease to allow outside vendors, work with Wintrust to find alternative, mutually agreeable method to distribute materials to Employees
- Permitting Wintrust's presenting agreed upon on-campus financial seminars from time to time by request of individual University departments
- Mentioning of Wintrust and the Program from time to time in agreed upon University publications and mailings and the availability of Wintrust to present financial seminars
- Permitting the use of e-mail from time to time for distribution of agreed upon Program communications approved in writing in advance by University, which approval will not be unreasonably withheld, conditioned or delayed
- Advertising by Wintrust in University publications and mailings at agreed upon fees

Alumni:

- Mentioning of Wintrust and the Program from time to time in agreed upon University publications and mailings
- Promoting Wintrust at agreed upon Alumni events

(i) Provide a Web link from appropriate University websites to a customized site at www.townbank.us/Marquette;

(j) With the University's prior approval, which will not be unreasonably withheld, conditioned or delayed, permit Wintrust to use University's name and the University Marks in press releases and when marketing the Program. Marketing may include, by way of example and not in limitation of the foregoing, proposals and presentations to other potential clients;

(k) Grant Wintrust ATM deployment privileges on campus for a minimum of four (4) ATMs as of the Effective Date pursuant to the terms of the ATM Master License Agreement;

(l) Acknowledge Wintrust's option to impose a surcharge for the use of its ATM(s) by non-Wintrust customers; and

7. COMMITMENTS OF WINTRUST

At its cost, except as the parties may otherwise agree from time to time, during the Term, Wintrust will:

- (a) Offer the Program to Constituents and Alumni;
- (b) Market the Program, which marketing will include, among other things:
 - At times mutually agreed upon between the parties, providing materials for the mailing of Wintrust's advertising and promotional information to Constituents
 - Marketing the Program to Constituents and Alumni as mutually agreeable during the Term, in accordance with Section 6 above
 - At its sole cost and expense, designing, creating, printing, mailing and distributing all marketing materials, as described above, subject to the prior written approval of University, which will not be unreasonably withheld, conditioned or delayed
 - At Wintrust's sole cost and expense, marketing to Constituents and Alumni through mailings (as permitted), advertisements in University publications, e-mail, tabling at new student orientation and similar events
 - Providing Constituents who open an Account pursuant to the Program with a Wintrust MasterCard debit card, which will allow point of sale and ATM transactions everywhere the MasterCard® logo is displayed
 - Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents

- Providing University with quarterly and annual reports of new Accounts opened, customer service surveys, and general banking statistics regarding the overall student body (e.g. accounts opened, number of overdraft occurrences, etc.), aggregate ATM transactions by Location, and Employee and alumni accounts opened. University may request custom or more frequent reporting by Wintrust, which will not be unreasonably withheld.
- (c) Not market or solicit credit cards to Students on-campus, at University events or in Branch and will otherwise comply with all aspects of the Credit Card Accountability, Responsibility and Disclosure Act of 2009.
- (d) Establish and operate the Branch pursuant to the terms and conditions of their respective leases.
- (e) Offer to Constituents and Alumni Accounts pursuant to Wintrust's terms and conditions and at competitive market rates. Wintrust reserves the right to change or modify Accounts and their features from time to time in its sole business discretion. Wintrust will notify the University in advance of implementing any material changes to Accounts.
- (f) Use Wintrust's reasonable commercial efforts to identify Account applicants as Constituents at the time of Account opening and record such Accounts as part of the Program.
- (g) Commit to the following implementation dates:
- Marquette Banking Program: July 1, 2018
 - Bank@Work Banking Program: July 1, 2018
 - Co-Branded Debit card: July 1, 2018
- (h) Ensure University has a primary point-of-contact for all issues relating to this Agreement
- (i) Wintrust acknowledges that University student organizations and student-run media are exempt from any University commitments under this Agreement.
- (j) Before opening an Account for a University student, Wintrust will comply with the applicable laws that govern the account opening process, which will include, but not be limited to, providing the Student with the major features and commonly assessed fees associated with each financial account offered under the Program, as well as a URL for the terms and conditions of each account, in addition to obtaining the University Student's consent prior to opening an Account.
- (k) Wintrust does not and will not: (a) surcharge University Students or Employees for use of any ATMs with respect to an Account at Wintrust subject to the ATM

Master License Agreement; (b) assess a fee to University Students for opening an Account; or (c) assess a fee to University Students for validating an Access Device.

(l) Although not contemplated under this Agreement, the exchange of any student information with Wintrust will be in accordance with the requirements and protections of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). In the event of any such exchange, Wintrust will comply with the confidentiality requirements and re-disclosure limitations under FERPA, as well as all applicable privacy and security rules, amendments, regulations and guidance. University agrees to provide prior notice and obtain the consent of Wintrust prior to sending any student information to Wintrust.

8. JOINT OBLIGATIONS

The parties agree that they will execute, as necessary, each agreement that is referenced herein.

9. INSURANCE

(a) During the Term, Wintrust will maintain, at its own expense, full and adequate insurance with insurance carriers licensed to do business in the State of Wisconsin, having an A.M. Best rating (or similar rating) of at least an "A-", as follows:

COMMERCIAL GENERAL LIABILITY

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products – Completed Operations
\$1,000,000	Personal and Advertising Injury
\$100,000	Fire Damage (any one fire)
\$5,000	Medical Expense (any one person)

(ISO GCL 1998 Form or equivalent required)

AUTOMOBILE LIABILITY

(including all owned, hired car and non-owned automobiles)

\$1,000,000	Combined Single Limit
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WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

\$1,000,000	Each Occurrence
\$3,000,000	General Aggregate

EMPLOYER'S LIABILITY

\$1,000,000	Each Occurrence
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease – Each Employee

COMPREHENSIVE CRIME

\$1,000,000	Employee Theft Coverage
\$1,000,000	Premises Coverage
\$1,000,000	Transit Coverage
\$1,000,000	Depositors Forgery Coverage

Wintrust will name University as an additional insured on Wintrust's General Liability and Automobile Liability policies. Such policies will contain a provision that the insurance will not be cancelled without thirty (30) days prior written notice to University. If Wintrust fails to maintain any of this insurance, University will have the right, but not the obligation, to purchase any such insurance at Wintrust's expense. It is understood and agreed that Wintrust's insurance applies on a "primary" basis with respect to the performance of any of Wintrust's rights or obligations hereunder.

(b) University will maintain or cause to be maintained, at no expense to Wintrust, during the Term hereof, such fire and casualty insurance policies and public liability coverage in such amounts and on such terms as University considers appropriate in an amount not less than \$5,000,000.00.

10. REPRESENTATIONS AND WARRANTIES

(a) University represents and warrants, as of the Effective Date and during the Term of this Agreement, that:

(i) University is duly organized, validly existing and in good standing under the laws of the state(s) in which it operates and has the requisite corporate power and authority to enter into this Agreement;

(ii) The execution, delivery and performance of this Agreement by University is within University's powers, has been duly authorized by all necessary corporate action, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, law, regulation, contract or obligation applicable to University;

(iii) This Agreement constitutes a legal, valid and binding obligation of University, enforceable against it in accordance with its terms;

(iv) University will make all reasonable efforts to ensure that no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery and performance by University of this Agreement;

(v) University's employees, directors, officers or agents will not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any other handling of customer's products or services as provided by Wintrust. Any questions regarding Wintrust's products or services will be immediately referred to Wintrust;

(vi) No information, schedule, exhibit, or financial information furnished or to be furnished by University to Wintrust in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;

(vii) University has not entered and will not enter any agreement that would prohibit University from fulfilling its duties and obligations under the terms of this Agreement;

(viii) During the Term of this Agreement, University (A) will promote the Program, and (B) has granted Wintrust as the Preferred Provider rights defined herein; and

(ix) University wholly owns the University Marks and as such the University has the right to use such University Marks and grant to Wintrust the right to use such Marks as defined herein.

(x) With regard to Wintrust's products and services, University will not include any quantitative or comparative language, price information or other indication of savings or value, an endorsement or an inducement to purchase, sell or use any company service, facility or product in connection with any acknowledgement provided to Wintrust as part of this Agreement. In addition, with regard to any advertising, promotion and related activities, as contemplated in Section 12(a) of this Agreement, Wintrust is not to include or imply any University endorsement of its products or services.

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

(i) Wintrust has the requisite corporate power and authority to enter into this Agreement;

(ii) Wintrust's execution, delivery and performance of this Agreement are within Wintrust's corporate powers, have been duly authorized by all necessary corporate action and do not contravene Wintrust's bylaws or charter or any law or contractual restrictions to which it is subject;

(iii) Any authorization or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the execution, delivery and performance by Wintrust of this Agreement will be obtained in a timely manner;

(iv) This Agreement constitutes a legal, valid and binding obligation of Wintrust, enforceable against it in accordance with its terms;

(v) No information, schedule, exhibit, financial information furnished or to be furnished by Wintrust to University in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;

(vi) In its performance and activities hereunder, including but not limited to its creation and provision of the marketing and advertising materials used by Wintrust to generate applications, Accounts or any and all other customer relationships, Wintrust will, at all times, comply with all applicable federal, state or local rules, laws or regulations and use reasonable commercial efforts in the performance of the Program; and

(vii) It or its parent corporation or affiliates wholly own the Wintrust Marks and as such Wintrust has the right to use such Wintrust Marks and grant to the University the right to use such Marks as defined herein.

11. LOCATIONS/SIGNS

University will consider requests by Wintrust to place signs advertising the Program in the Branch on University's campus and on terms that are acceptable to both parties. Wintrust must have University's prior written approval for size, content and colors of any signs, which approval will not be unreasonably withheld, conditioned or delayed. University will respond within ten (10) business days of the request by Wintrust.

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

(a) Wintrust may advertise the Program in such media and in such manner, as the parties will mutually agree. Such advertisements may be in the form of brochures, web advertisements and flyers, as examples only and not in limitation of Wintrust's options for advertising. Wintrust may identify University as its client in the ordinary course of its banking business. Wintrust must have University's prior written approval for any materials that include any references to University, which consent will not be unreasonably withheld, conditioned or delayed. University will respond within ten (10) business days of the request by Wintrust. Notwithstanding the foregoing, University must have Wintrust's prior written approval for any advertising materials that include any references to Wintrust's products or services, which consent will not be unreasonably withheld, conditioned or delayed. Wintrust will respond within ten (10) business days of the request by University.

(b) The parties may conduct joint promotional activities if they mutually agree to do so.

(c) In addition to the provisions of Section 6, University will provide Wintrust reasonable access to appropriate University resources as may be necessary to promote the Program and the Financial Services in appropriate mailings and other applicable media that are provided to incoming and returning Students as agreed upon.

13. INDEMNIFICATION

(a) Indemnification by University. University will indemnify, defend and hold harmless Wintrust, its Affiliates and their respective officers, directors, employees, and agents from and against all third party loss, cost, damage, liability, claim, expense

(including reasonable legal fees and expenses), judgment and fine of any nature whatsoever (collectively "Losses") arising directly or indirectly, out of or relating to the following:

(i) Breach of any representation, warranty or obligation under this Agreement by University, or any of its officers;

(ii) Violation by University, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable regulatory authority in connection with its performance under this Agreement;

(iii) Alleged infringement by University of a third-party's patent, trademark or copyright, or alleged misappropriation of a third party's trade secret; or

(iv) Gross negligence or willful misconduct of University or its officers, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of Wintrust.

(b) Indemnification by Wintrust. Wintrust will indemnify, defend and hold harmless University, its officers, trustees, directors, employees, and agents from and against all Losses arising directly or indirectly, out of or relating to the following:

(i) Breach of any representation, warranty or obligation under this Agreement by Wintrust, or any of its officers, directors, employees or agents;

(ii) Violation by Wintrust, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by applicable bank regulatory authority in connection with its performance under this Agreement;

(iii) Alleged infringement by Wintrust of a third-party's patent, trademark or copyright, or alleged misappropriation of a third-party's trade secret; or

(iv) Gross negligence or willful misconduct of Wintrust or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Losses result from the negligence, gross negligence or willful misconduct of University.

(c) Indemnification Procedures for Third Party Claims. In any case where the party seeking indemnification under this Agreement (the "Indemnified Party") seeks indemnification for a third party claim, suit or proceeding (a "Third Party Claim"), indemnification will be conditioned on the Indemnified Party's compliance with the following procedures:

(i) The Indemnified Party will give prompt written notice to the party from whom indemnification is sought (the "Indemnifying Party") of each claim for

indemnification under this Agreement, specifying to the extent practicable the amount and nature of the claim (a "Notice of Claim"), unless the failure to provide a Notice of Claim does not prejudice the interests of the Indemnifying Party. The Indemnifying Party, at its own expense and using counsel of its own choosing, will promptly defend, contest and otherwise protect against any such claim, suit or proceeding. Both parties to this Agreement understand and agree that, if the Indemnifying Party contests in writing, in accordance with the notice provisions of Section 26, the Indemnified Party's right to indemnification, the actual indemnification may be delayed until the rights of the parties are resolved.

(ii) If the Indemnifying Party is defending against the Third Party Claim, the Indemnified Party may, but will not be obligated to, participate in the defense of the Third Party Claim, suit or proceeding at its own expense and using counsel of its own choosing, but the Indemnifying Party will be entitled to control the defense thereof unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular matter. The Indemnified Party will cooperate and provide all reasonable assistance requested by the Indemnifying Party in connection with the Indemnifying Party's defense and the Indemnifying Party will reimburse the reasonable costs of providing the assistance. The Indemnifying Party will inform the Indemnified Party on a regular basis of the status of the claim, suit or proceeding and the Indemnifying Party's defense thereof.

(iii) In any Third Party Claim the defense of which is controlled by the Indemnifying Party, the Indemnifying Party will not, without Indemnified Party's prior written consent, compromise or settle the Third Party Claim if: (A) the compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party; or (B) the compromise or settlement does not include the third party's release of the Indemnified Party from all liability relating to the claim, suit or proceeding for which the Indemnified Party is entitled to be indemnified.

(iv) If the Indemnifying Party fails to timely defend, contest, or otherwise protect against any Third Party Claim, the Indemnified Party may, but will not be obligated to, defend, contest or otherwise protect against the same, and make any compromise or settlement thereof and recover the entire costs thereof from the Indemnifying Party, including reasonable fees and disbursements of counsel and all amounts paid as a result of such claim, suit or proceeding and the compromise or settlement thereof.

(v) The obligation of a party to indemnify the other party's officers, directors, employees and agents in accordance with this Section 13 may be enforced exclusively by the other party and nothing herein will be construed to grant such officers, directors, employees and agents any individual rights, remedies, obligations or liabilities with respect to the parties. The parties may amend or modify this Agreement in any respect without the consent of employees and agents.

14. LIMITATION OF LIABILITY

NO PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF 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 OR ANY THIRD PARTY CLAIM.

15. TAXES

Wintrust will pay all taxes properly assessed against it or its property by any taxing authority because of its operations and conduct of its business (including Wintrust's income, employment of personnel, franchise, sales, use and excise taxes) and will pay all personal property taxes assessed on its fixtures, equipment and furnishings. Neither party will have any obligation to pay taxes related to the opposite party's operations or conduct of its business (including its income, employment of personnel, franchise, sales, use and excise taxes). Furthermore, property and other taxes related to ATMs and Branch will be defined in their respective agreements.

16. ASSIGNMENT/BINDING EFFECT

This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns provided, however, that neither this Agreement, nor any of the rights and obligations hereunder, may be assigned, transferred or delegated by either party, without the prior written consent of the other party; and provided further, however, that this Agreement may be assigned by either party without the consent of the other party hereto to any Affiliate of the assigning party.

17. TERMINATION

(a) If a party breaches any material covenant in this Agreement and fails to remedy same within forty-five (45) calendar days after receipt of written notice of such breach from the non-breaching party, or if the same is not reasonably capable of being cured within forty-five (45) calendar days, and the breaching party fails to commence to remedy same within forty-five (45) calendar days and diligently prosecute the remedying of the breach until the same is remedied, then the non-breaching party may, at its option, declare this Agreement terminated without prejudice to any additional remedy which may be available to the non-breaching party.

(b) In the event of the bankruptcy or insolvency of either party or if either party will make any assignment for the benefit of creditors, take advantage of any act or law for relief of its debtors, has a receiver, custodian or trustee appointed for all or a material portion of its assets and/or has its stock de-listed from the securities exchange on which it is

currently listed, the other party to this Agreement will have the right to terminate this Agreement without further obligation or liability on its part.

(c) In accordance with the DoED Regulations, and subject to the procedures set forth in subsections (i)-(iii) below, the University may terminate this Agreement if it determines (either, a "DoED Cause for Termination"): (1) after conducting a biannual reasonable due diligence review ("Review") of the fees imposed under the Program that such fees are not consistent with or are above prevailing market rates; or (2) based on complaints received from Students that the Accounts offered are inconsistent with the best financial interests of the Students opening them.

Prior to terminating this Agreement under this Section, the University will enter into a forty-five (45) day discussion period with Wintrust (the "Discussion Period"). During said Discussion Period, the University and Wintrust will review the findings of the DoED Cause for Termination, to determine if they are accurate, inaccurate, non-conclusive, or if corrective action is necessary by Wintrust for those items deemed unsatisfactory by the Review or at issue in Customer Complaints.

(i) If the parties mutually agree the findings are inaccurate or non-conclusive, this Agreement will remain in full force and effect.

(ii) If the parties determine corrective action is required, they will negotiate in good faith to establish a commercially reasonable plan to address those items considered unsatisfactory in the Review or at issue in Customer Complaints (the "Plan"). Wintrust will begin implementation of the Plan within twenty-five (25) days from the end of the Discussion Period. Thereafter, if the University deems in good faith that Wintrust has not successfully implemented a Plan, then the University may terminate this Agreement upon ninety (90) days written notice to Wintrust.

(iii) If the University determines in good faith that the findings are accurate and cannot be remedied by a Plan, or if the parties cannot agree to a Plan, then the University may terminate this Agreement upon ninety (90) days written notice to Wintrust. The University will provide such notice no later than fifteen (15) days after the expiration of the Discussion Period. This will not be deemed a condition of default by Wintrust under this Agreement.

18. ACCOUNT INFORMATION FOR REPORTING AND DISCLOSURE

(a) The DoED Regulation requires the University to provide or disclose certain information to Students and/or the public regarding the Accounts and its use by University Students ("DoED Compliance Information"). Wintrust agrees to provide the University upon its request, or if not requested by the University, by no later than thirty (30) days following the month end of award year, with the following DoED Compliance Information for this purpose, and to update the information on an annual basis:

(i) The major features and commonly assessed fees associated with the Account and a URL for the terms and conditions of the Account;

(ii) The total monetary consideration paid or received by the parties under this Agreement for the most recently completed Agreement year, to be publicly disclosed on the University's website, which the parties agree and acknowledge is zero;

(iii) The total non-monetary consideration received by the parties under this Agreement for the most recently completed Agreement year, to be disclosed on the University's website, which the parties agree and acknowledge may include mutual marketing commitments, consultative advice, and use of Marks as defined in Sections 1(v) and (w) of this Agreement;

(iv) The number of University Students with an Account during the most recently completed year of the Agreement, and the mean and median account costs incurred by those Students, to be publicly disclosed on the University's website; and

(v) Identification of any portions of this Agreement that Wintrust believes would, if disclosed, compromise personal privacy, proprietary information technology, or the security of information technology or of physical facilities, so that the University may redact such information from this Agreement before publishing it on the University's website, as required by the DoED Regulation.

(b) The parties will use commercially reasonable efforts to ensure the DoED Compliance Information satisfies the requirements regarding the format and content established by the Department of Education Secretary.

(c) Wintrust reserves the right to revise the DoED Compliance Information it provides to the University as deemed necessary to ensure its accuracy.

(d) The parties agree that any disclosure of DoED Compliance Information required by the DoED Regulation does not violate the parties' confidentiality obligations under Section 19 of this Agreement. This includes the publication of this Agreement itself on the University's website, minus redactions made pursuant to Section 18(a)(iv) of this Agreement.

19. CONFIDENTIALITY

(a) Wintrust and University both agree that all proprietary and/or confidential information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party's directors, officers, employees, Affiliates, agents or representatives, is referred to hereinafter as "Confidential Information." Confidential Information will include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary

information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer or Constituent or Alumni information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer or Constituent lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of Wintrust or University. Each party agrees to hold such Confidential Information in strictest confidence, not to make use thereof except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other party with the exception of parent companies, subsidiaries and affiliated companies, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their services; regulators; and prospective assignees, transferees or other successor to the rights of the parties, provided that in all such cases the third parties receiving the Confidential Information will agree to hold such Confidential Information in strictest confidence consistent with this Section 19. In the event of a breach of the foregoing, the non-breaching party will be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, as its sole and exclusive remedy.

(b) Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or an administrative subpoena, order or other such legal or administrative process or requirement of law, or in defense of any claims or causes of action asserted by the disclosing party; provided, however, that prior to disclosing the Confidential Information, the disclosing party will (i) first notify the other party of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (ii) attempt to obtain the consent of the non-disclosing party to the disclosure of the Confidential Information, and (iii) in the event consent to disclosure is not given by the non-disclosing party, the disclosing party agrees that the non-disclosing party will 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 will 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 will be satisfied if the parties utilize the same control (but no more than commercially reasonable controls) as it employs to avoid disclosure of its own confidential and valuable information and the parties will have appropriate policies and procedures in effect to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, and (iii) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the parties or their customers or Constituents or Alumni.

20. ENTIRE AGREEMENT

Excepting the agreements referenced in Section 1(k)(D) of this Agreement, this Agreement and the exhibits attached hereto, if any, constitute 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 herein and are superseded hereby. If there is a conflict between the terms of this Agreement and any Schedule or Exhibit attached hereto, the terms of this Agreement will control.

21. AMENDMENT

No modification, amendment or waiver of any provisions of this Agreement will be valid unless it is in writing and signed by the parties.

22. FORCE MAJEURE

Neither party will be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulation, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, or unusually severe weather conditions.

23. HEADINGS

The headings contained in this Agreement are solely for the convenience of the parties and should not be used or relied upon in any manner in the construction or interpretation of this Agreement.

24. SEVERABILITY

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

25. GOVERNING LAW/JURISDICTION

The laws of the State of Wisconsin govern all matters arising out of or relating to this Agreement without regard to its provisions relating to the conflict of laws, and all transactions it contemplates, including its interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement will bring the legal action or proceeding in a state or federal court in Milwaukee County, State of Wisconsin. The parties consent to the exclusive jurisdiction of such courts, and each party waives any objections it may now or later have to the venue or convenience of such forum. The parties waive any rights to a trial by jury in any action, proceeding, or counterclaim

brought by any of the parties against any other party on, or in respect of any matter whatsoever arising out of or in any way connected with this Agreement or any document or instrument delivered in connection with this Agreement, the relationship of the parties hereunder, or any claim of injury or damage.

26. NOTICES

All notices which either party may be required or desire to give to the other party will be in writing and will 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 will be deemed served on the date received. Notices sent by mail or courier will be sent to the following addresses:

If to University, then to:

Marquette University
Zilber Hall, Suite 435
P.O. Box 1881
Milwaukee, WI 53201 ATTN: David Lawlor

With a copy to:

Marquette University
Zilber Hall, Suite 205
P.O. Box 1881
Milwaukee, WI 53201
ATTN: Office of General Counsel

If to Wintrust, then to:

Wintrust Financial Corporation
9700 West Higgins Road,
5th Floor
Rosemont, IL 60018
Attn: Marketing Department

With a copy to:

Wintrust Financial Corporation
9700 West Higgins Road,
8th Floor
Rosemont, IL 60018
Attn: Legal Department

Wintrust Commercial Banking
Government, Non-Profit, Healthcare Banking
231 S. LaSalle Street, 2nd Floor
Chicago, IL 60604
Attn: Kandace Lenti

Town Bank
850 W. North Shore Dr.
Hartland, WI 53029
Attn: Jay Mack

The names and addresses in this Section may be changed by either party giving written notice of the change in the manner provided for giving notice. Unless and until written notice is received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, will be deemed to continue in effect for all purposes hereunder.

27. RELATIONSHIP

Nothing in this Agreement is intended to nor does it create the relationship of employer and employee, principal and agent, partners or joint venturers between University and Wintrust.

28. WAIVER

Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver will be effective unless set forth in a written instrument duly executed by all parties. The failure or delay of any party to require performance of any provisions will not constitute any waiver thereof, unless and until such performance has been waived by such party in writing in accordance with the terms hereof. No waiver by any party of any term or condition of this Agreement, in any one or more instances will be deemed to be a waiver of the same or any other term or condition of this Agreement on any future occasion.

29. REMEDIES

All remedies provided for under the terms of this Agreement will be cumulative and not alternative.

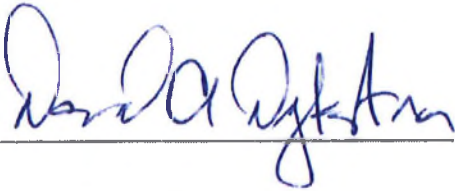
30. COUNTERPARTS

This Agreement may be executed in two or more counterparts each of which will be deemed a duplicate original.

IN WITNESS WHEREOF, the parties have caused duplicate counterparts of this Agreement to be duly executed as of the Effective Date.

**WINTRUST FINANCIAL
CORPORATION**

MARQUETTE UNIVERSITY

By: 

By: _____

Name: David A. Dykstra

Name:

Title: Senior EVP and COO

Title:

Date:

Date:

IN WITNESS WHEREOF, the parties have caused duplicate counterparts of this Agreement to be duly executed as of the Effective Date.

**WINTRUST FINANCIAL
CORPORATION**

MARQUETTE UNIVERSITY

By: _____

By:  _____

Name:

Name: *DAVID LAWLER*

Title:

Title: *VP+TREASURER*

Date:

Date: *6/28/18*