

AMENDED AND RESTATED STRATEGIC ALLIANCE AGREEMENT

This *Amended and Restated Strategic Alliance Agreement* (this “Agreement”) is effective as of January [31], 2023 (the “Effective Date”) by and between the Arizona Board of Regents, for and on behalf of Arizona State University, a body corporate having its principal place of business located at 300 E. ASU Drive, Tempe, Arizona 85281 (“ASU”) and Desert Financial Credit Union, an Arizona state chartered credit union, located at 148 N. 48th St., Phoenix, Arizona 85034 (“Desert Financial” or “Credit Union”) (each individually, a “Party” and collectively, the “Parties”). This Agreement will be deemed to consist of the contents of this written Amended and Restated Strategic Alliance Agreement, all Exhibits to this Agreement, all Statements of Work entered into pursuant to this Agreement.

RECITALS:

WHEREAS, the Parties entered into a Strategic Alliance Agreement, with an effective date of September 12, 2019 (together with all amendments and statements of work, the “Original Agreement”), setting forth the terms and conditions upon which ASU provided various services and certain sponsorship rights to Desert Financial.

WHEREAS, on October 15, 2021, ASU issued a Request for Proposals 202201 relating to Financial Services (the “RFP”).

WHEREAS, on September 8, 2022, ASU issued a Notice of Intent to Award a contract to Desert Financial under the RFP, which included an extension of the naming and other sponsorship rights in the Original Agreement. Accordingly, the Parties desire to enter into this Agreement, which extends the term of the Original Agreement and includes the additional services, rights, and benefits set forth herein. The Parties elect to provide for both the extended rights and the additional rights resulting from the award of the RFP in this single Agreement that amends and restates the Original Agreement.

WHEREAS, ASU is a premier research institution and a fully accredited four-year degree-granting institution of higher learning with the largest student enrollment in the State of Arizona among higher learning institutions, with more than 600 accredited undergraduate and graduate degree options across four campuses and locations, and a significant online campus. As part of its activities, ASU operates an academic enterprise that educates students, conducts research, and operates an athletics program. As part of its athletics program, ASU operates various college athletics teams (each, a “Team”), which currently play their home games at various ASU sports venues including the arena currently known as the “Desert Financial Arena” pursuant to the Original Agreement (the “Arena”).

WHEREAS, ASU is the owner and rights holder for all events that take place at the Arena.

WHEREAS, the Parties intend to amend and restate the Original Agreement in its entirety in the manner set forth herein, and this Agreement constitutes the entire agreement between the Parties from and after the date hereof.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms:

1. Term. The term of this Agreement will begin on the Effective Date and will expire on June 30, 2033 (the “Term”), unless otherwise terminated earlier as set forth in this Agreement (the “Termination Date”). The Term of this Agreement replaces and supersedes the “Term” of the Original Agreement in its entirety.

2. Rights and Benefits.

2.1 Initial Assets. Subject to the terms and conditions set forth herein ASU will provide to Desert Financial those specific rights and benefits as described below and on **Exhibit A**, and ASU will provide specific analytical, research and consulting services and continuing education services as described in Section 8 below and **Exhibit B** for the purpose of promoting the products and/or services of Desert Financial (collectively, the “Rights and Benefits”). The Rights and Benefits granted are for the purpose of enhancing Desert Financial’s brand exposure and awareness and providing marketing insights to Desert Financial, and will not be for the promoting of products or services that do not belong to Desert Financial. Unless otherwise set forth in this Agreement, the Rights and Benefits may not be assigned and may not pass through the Rights and Benefits to any third party, including without limitation any Desert Financial subsidiary or affiliate, or their products or services, unless specifically approved in writing by ASU. Except for the Rights and Benefits expressly granted as provided herein to Desert Financial, ASU retains all other rights and benefits.

2.2 Additional Assets. Desert Financial will make five (5) annual payments to ASU (the “Additional Assets Payment”) in exchange for ASU providing those specific rights and benefits as described on **Exhibit K** (collectively, the “Additional Rights and Benefits”). The Additional Assets Payment will equal two hundred twenty five thousand dollars (\$225,000.00) and will increase each year by three percent (3%). Desert Financial will make the Additional Assets Payment within thirty (30) days of the beginning of ASU’s Fiscal Year. ASU will not be required to provide the Additional Rights and Benefits to Desert Financial upon the conclusion of ASU’s 2027-2028 Fiscal Year; provided, however, that the Parties may mutually agree to renew the Additional Rights and Benefits for an additional five (5) year term on the same terms and conditions under this Section 2.2. In the event that the Parties renew the Additional Rights and Benefits under this Section 2.2, the Parties may renegotiate the specific Additional Rights and Benefits described on **Exhibit K** and may mutually agree to new rights and benefits to be provided by ASU to Desert Financial.

3. Naming Rights to Arena.

3.1 Naming Rights. Desert Financial will be the naming rights sponsor for the Arena during the Term. ASU will ensure that the existing signature signage that can be seen from the exterior of the Arena recognizing Desert Financial as the naming rights sponsor as described in Section 4 below will remain in such location during the Term, subject to Section 4.3.

3.2 Promotion Rights. ASU grants to Desert Financial a limited, non-transferable, non-sublicensable license, in the United States, during the Term to promote the fact that Desert Financial is the naming rights sponsor of the Arena, subject to the terms and conditions set forth in Section 19 of this Agreement.

3.3 The Arena Teams. During the Term, ASU agrees that the Arena will be the home of the ASU Men’s and Women’s Basketball and Women’s Gymnastics Teams (the “Arena Teams”) and the primary location for all home games and meets for the Arena Teams. Notwithstanding the foregoing, the Parties agree that this commitment to use the Arena does not apply to any away games, exhibition games, championship games, tournaments, or games at a neutral location. Further, except for the Arena Teams, the Parties agree that ASU retains the right to relocate all other Teams or sporting events to a different arena, including a new arena. The Parties also acknowledge that due to scheduling conflicts or other challenges, ASU may occasionally be forced to hold a home game or meet for one of the Arena Teams at a location other than the Arena. Such a relocation of a home game or meet will not constitute an ASU Default or give rise to a right to terminate this Agreement. However, for each such relocation, ASU agrees to provide Desert Financial make good options of substantially equivalent value to be mutually agreed upon by the Parties. In the event that the Parties are unable to agree upon such make good options, either Party may invoke the resolution process in Section 40.3. ASU will also encourage other relevant sporting events to be located in the Arena when large crowd volumes are anticipated and will leverage ASU 365 to explore other booking options at the Arena, based on availability, volume expectations, and other limiting factors.

3.4 Arena Renovation. ASU will conduct a non-binding feasibility study in 2024 to determine whether there are any needed renovations to the Arena. Upon obtaining the results of the feasibility study, ASU will review such study in good faith to determine whether to conduct any renovations to the Arena. Nothing contained in this

Section 3.4 will require ASU to renovate the Arena. ASU in its sole discretion retains the right to renovate the Arena at such time and in such manner as ASU in its sole discretion deems necessary and appropriate. The Parties will discuss the potential fundraising campaigns and other methods for generating funds to support any renovation of the Arena.

4. Arena Marks and Signage. Except as otherwise provided for in this Agreement, and subject to the provisions of Section 19, the following terms apply:

4.1 Development of Arena Marks. Desert Financial will be responsible for all costs incurred in connection with the development of the forms of any and all Arena Logos and any stylized form of the Arena Name, specifically including costs for third party services and materials rendered solely in connection with the development of the artwork for the forms of the Arena Marks as approved by ASU as set forth in this Agreement.

4.2 Production and Installation of Signage. Desert Financial will be responsible for providing all necessary artwork to ASU, and ASU will be responsible for the production, installation, and maintenance of the signage. Any signage to be displayed on or in the Arena is subject to the mutual approval of the Parties subject to Section 18 prior to any installation and/or use. To the extent any signage that is the subject of this Agreement is not feasible at the time of installation, the Parties hereto agree to work together in good faith to identify an alternative location or alternative signage.

4.3 Changes. Should Desert Financial desire to change the Arena Name, the Arena Logo and or/the Arena signage during the Term of the Agreement, all costs and expenses of any such changes, including, but not limited to the cost of (A) creating and developing the new Arena Name; (B) creating and installing new signage; and (C) reprinting current publications and other written materials bearing the Arena Name and/or the Arena Logo, will be Desert Financial's responsibility. Any such changes will be subject to ASU's prior written approval as set forth in Section 18, and ASU will not be under obligation to approve any such change, although such approval will not be withheld unreasonably. Such new Arena Name, new stylized version(s) of the Arena Name and/or new Arena Logo will be subject to the terms and conditions of this Agreement.

4.4 No Property Rights. The signage rights granted herein are not intended to and will not convey to Desert Financial any property rights in the Arena of any nature whatsoever, other than the right to display its installed signage during the Term of this Agreement, subject to the terms and conditions hereof.

4.5 Special Events. ASU expressly reserves the right to cover Arena signage during special events scheduled to take place during non-ASU athletics events (including but not limited to concerts, private celebrations, etc.) if required by the event promoter, without any offset or reduction in fees or other make goods obligations. During NCAA-hosted events, and if required by the NCAA, ASU may cover backlit and videoboard signage, without any offset or reduction in fees or other make goods obligations.

4.6 Form of Signage. ASU expressly reserves the right to, in its sole discretion, convert any fixed signage on the main scoreboard to video, LED, or an alternative form of signage that may not be visible during any time period during which the scoreboard is not in operation, without any offset or reduction in fees or other make goods obligations.

5. Access to Arena. Desert Financial will have access to and use of the Arena three (3) times per year to host business activities or company events on such dates and times agreed to in accordance with this Section 5. Desert Financial will have such access and use at no charge and will not be required to pay ASU for internal fees, including, but not limited to, fees generally associated with the rental of ASU facilities, fees related to ASU Employees providing access to ASU's facilities to Desert Financial; provided, however, that Desert Financial will be responsible for all event-related, out-of-pocket expenses (e.g., audio-visual equipment, cleaning, staging, security, etc.) which will be agreed in writing prior to being incurred. Desert Financial will provide ASU with three (3) months' notice of the date and time Desert Financial would like to access the Arena. ASU will make all reasonable accommodations to ensure that Desert Financial can access the Arena on the requested date and time; provided, however, that Desert Financial may not access the Arena on days where ASU has scheduled events, including athletic events. If the Arena is unavailable on the requested date, ASU will use its best efforts to provide an alternate and comparable location or

date for Desert Financial to host its event, which comparable location will still count as one of the three (3) annual events that Desert Financial can host at the Arena pursuant to this section. Desert Financial may also request a different date to host its event.

6. Arena Brand Enhancements. In 2024, ASU will collaborate with Desert Financial and will mutually agree on enhanced brand displays (e.g., wall wraps, column wraps, signage) to install in the main concourse of the Arena, which will supplement the initial Rights and Benefits stipulated in Exhibit A. Desert Financial will be responsible for providing all necessary artwork to ASU, and ASU will be responsible for the reasonable costs of production, installation, and maintenance of the signage.

7. FinTech Accelerator. Desert Financial and ASU desire to launch a financial technology start-up accelerator program (the “FinTech Program”). The Parties will work together to commission a team comprised of Desert Financial employees, ASU Employees, and other individuals knowledgeable about financial technology to jointly discuss the development of the FinTech Program by October 1, 2024. The details of the Fintech Program, including the ownership of any work product, content, programs and concepts developed by the Parties related to the FinTech Program together with all intellectual property rights therein, will be as set forth in a SOW that documents the details of the FinTech Program (“FinTech SOW”). If the Parties launch the FinTech Program at any time during the Term, Desert Financial will make an annual payment of a maximum of three hundred thousand dollars (\$300,000) to the FinTech Program within thirty (30) days of the commencement of the FinTech Program (the “FinTech Program Commencement Date”) and thereafter, within thirty (30) days of each annual anniversary of the FinTech Program Commencement Date. ASU will make annual contributions of resources of equal value to the FinTech program commencing on the FinTech Program Commencement Date and continuing thereafter, within thirty (30) days of each annual anniversary of the FinTech Program Commencement Date. Should either Party choose not to launch the FinTech Program with the other Party, the other Party may, in its sole discretion, launch the FinTech Program by itself or with another third-party partner (including a Competitor).

8. Analytical, Research and Consulting Services and Continuing Education Services.

8.1 Analytical, Research and Consulting Services. The Parties have and will enter into a Statement of Work (“SOW”) for analytical, research and consulting services provided by ASU, as set forth in this Section 8. The existing SOW as of the Effective Date of this Agreement for 4,000 hours of such service to be provided by ASU from October 1, 2022 through September 30, 2023 is attached hereto as **Exhibit B**. The parties agree to negotiate a subsequent SOW for the work referenced in Section 8.2 below with initial discussions commencing on or about June 1, 2023. Provided that good faith negotiations are in process, the then-effective SOW will continue in full force and effect until the subsequent SOW has been executed. Unless otherwise provided in this Agreement or the SOW, no additional payments will be due in connection with the annual SOWs.

8.2 Staffing for Analytical, Research and Consulting Services. Beginning on October 1, 2023 and through September 30, 2024, ASU will provide Desert Financial up to 4,000 hours annually in marketing insights project support, including performing analytical, research and consulting services to be documented in an SOW as contemplated in Section 8.1. In the event Desert Financial wishes to request additional analytical, research and consulting support in addition to the allotted hours or after September 30, 2024, the Parties will in good faith discuss options and consideration for such additional support. At the end of the Term of the subsequent SOW executed pursuant to Section 8.1, Desert Financial may, at its option, make an offer of employment to any ASU Employees provided by ASU to perform services for Desert Financial in accordance with this paragraph, provided that such employee (a) was hired by ASU solely for the purpose of providing services in accordance with this paragraph, and (b) is then providing services on a full-time basis in accordance with this paragraph (in other words, such employee is not also performing any work for ASU that is unrelated to the services provided to Desert Financial pursuant to an SOW in this Section 8 hereunder).

8.3 Third-Party Costs. Desert Financial will be responsible for all third-party costs associated with Desert Financial’s marketing efforts, including third-party costs related to the analytical, research and consulting services provided by ASU hereunder, and the continuing education program services provided hereunder, including but not limited to software, printing, and advertising costs, provided that Desert Financial has agreed to incur such third-

party costs. In the event that ASU pays such third-party costs directly, Desert Financial will reimburse ASU for such third-party costs promptly following the delivery by ASU of an invoice for such costs.

9. Student, Alumni, and Employee Banking and Financial Services.

9.1 Affinity Programs. To the extent permitted by applicable law (including FERPA), ASU will use commercially reasonable efforts to respond to Desert Financial inquiries as to whether an individual is a member of an ASU Affinity Group as a Student, alumni, or ASU Employee via processes set up by ASU in its reasonable discretion. The Parties agree to work together to develop a mutually agreeable process to validate the status of Students and ASU Employees. Notwithstanding the foregoing, ASU will have no obligation to provide any ASU Data consisting of personally identifiable data or information of any individual.

(a) Debit Cards.

(i) General. Desert Financial will design debit cards for distribution to and use by Affinity Groups with ASU Marks. Desert Financial will design the debit cards and may, in its sole discretion, create multiple designs targeted to different members of the Affinity Groups; provided, however, that Desert Financial will not use any designs without the prior written approval of ASU as set forth in Section 19. ASU will either approve or disapprove the debit card design within thirty (30) business days of receiving such design from Desert Financial. Once ASU has approved the debit card design, Desert Financial will act to source such co-branded debit cards and will make the debit cards available for use no later than August 1, 2023. Desert Financial will not be responsible for any delays in debit card issuance caused by conditions or events outside of Desert Financial's reasonable control, provided Desert Financial will immediately notify ASU of any delay in the production or issuance of debit cards as soon as Desert Financial becomes aware of the same and at a minimum Desert Financial will provide ASU with a minimum of thirty (30) days' notice if Desert Financial cannot meet its target of providing the ASU-approved co-branded debit cards to Affinity Group members by August 1, 2023. In the event of any such delay, (a) upon request by ASU, Desert Financial will provide ASU with a written plan detailing (1) Desert Financial's interim plan to provide temporary replacement debit cards until Desert Financial can issue the ASU approved co-branded debit cards and (2) a reasonable estimate of when Desert Financial expects to issue the ASU-approved co-branded debit cards; and (b) Desert Financial will keep ASU apprised of the progress and resolution of such delay. Notwithstanding the foregoing, if the Desert Financial cannot provide the ASU-approved co-branded debit cards to Affinity Group members by August 1, 2023, Desert Financial shall ensure that temporary cards will be provided and available to Affinity Group members by such date. Desert Financial will, at its sole cost, pay all fees and expenses related to the issuance of temporary debit cards under this Section 9.1(a)(i). Notwithstanding the foregoing, in the event that Desert Financial is unable to provide co-branded debit cards to Affinity Group members by August 1, 2023, all transactions with the temporary replacement cards will still generate the royalties set forth in Exhibit G such that Desert Financial will still have an obligation to make the royalty payments to ASU as set forth in Section 17.2 for such transactions.

(ii) Debit Cards Offered to Students. ASU will permit Desert Financial to offer debit cards to ASU Students (1) during student orientation and at student orientation events (at such places and times designated by ASU), (2) during certain student activities that occur during the school term (at such places and times mutually agreed upon by the Parties), (3) at all Desert Financial branches, and (4) online via ASU's website and DesertFinancial.com.

(iii) Debit Cards Offered to Faculty and Employees. ASU will permit Desert Financial to offer debit cards to ASU Employees (1) during new employee orientation (at such time or times designated by ASU), (2) during ongoing employee activities and events (at such time or times mutually agreed upon by the Parties), (3) at all Desert Financial branches, and (4) online via ASU's website and DesertFinancial.com. ASU will take reasonable steps to provide Desert Financial with introductions to management of ASU Component Units, to facilitate conversations for the potential provision of debit cards to employees of such third party organizations.

(iv) Debit Cards Offered to ASU Community Members. ASU will permit Desert Financial to offer debit cards to ASU community members, including but not limited to, ASU alumni, families of Students and ASU Employees, and supporters of ASU ("ASU Community Member"), at events or through communication with such ASU Community Members, each as mutually agreed upon by the Parties.

(b) Credit Cards.

(i) General. Desert Financial will design credit cards for distribution to and use by ASU Employees and ASU Community Members. Desert Financial will design the credit cards and may in its sole discretion, create multiple designs targeted to different members of ASU Employees and ASU Community Members; provided, however, that Desert Financial will not use any designs without the prior written approval of ASU as set forth in Section 19. ASU will either approve or disapprove the credit card design within thirty (30) business days of receiving such design from Desert Financial. Once ASU has approved the credit card design, Desert Financial will act to source such co-branded credit cards and will make the credit cards available for use within 12 weeks of contract signing date, but no later than 16 weeks from contract signing date. Desert Financial will not be responsible for any delays in credit card issuance caused by conditions or events outside of its reasonable control, provided Desert Financial will immediately notify ASU of any delay in the production of issuance of credit cards as soon as Desert Financial becomes aware of the same and at a minimum Desert Financial will provide ASU with a minimum of thirty (30) days' notice if Desert Financial cannot meet its target of providing the ASU-approved co-branded credit cards within 16 weeks of contract signing date. In the event of any such delay, (a) upon request by ASU, Desert Financial will provide ASU with a written plan detailing a reasonable estimate of when Desert Financial expects to issue the ASU-approved co-branded credit cards; and (b) Desert Financial will keep ASU apprised of the progress and resolution of such delay.

(ii) Credit Card Selection Process. Desert Financial and its third-party providers will determine the credit qualification of all credit card applicants, and will have sole authority to approve or deny credit card applications, provided the same is in accordance with applicable laws.

(iii) Marketing and Selection. Desert Financial will not target credit card marketing directly to Students. All credit card selection and application efforts will be conducted within Desert Financial branches, online at DesertFinancial.com, and through select marketing campaigns mutually agreed upon by the Parties. Desert Financial's general marketing to ASU Employees or ASU Community Members or the general public will not constitute target marketing to Students.

(c) Dual-Purpose Cards and New Products. Desert Financial will not initially offer Dual-Purpose Cards to Students or ASU Employees under this Agreement. If ASU determines, during the Term of this Agreement, that there is a need and demand for Dual-Purpose Cards or a new Retail Banking Service and Product, such as one created by a material technological advancement in the financial services industries, (the "New Product"), ASU will offer Desert Financial an exclusive right to offer Dual-Purpose Cards and/or such New Product to Students and ASU Employees. Desert Financial will have ten (10) days following the presentment of such offer to provide a preliminary indication of interest. In the event Desert Financial indicates in writing that it is interested in such Dual-Purpose Cards or New Product within such 10-day period, Desert Financial will have an additional thirty-five (35) days to conduct research and analyze the feasibility of undertaking the opportunity for Dual-Purpose Cards or New Product presented by ASU to confirm its ability to undertake the opportunity presented by ASU and accept the same. In the event Desert Financial does not provide ASU with written notice of an affirmative preliminary interest within such 10-day period or, if Desert Financial does provide such positive preliminary interest, but does not otherwise confirm the feasibility of undertaking the Dual-Purpose Card or New Product and formally accept such opportunity within the additional 35-day period, ASU may engage another third-party company (including a Competitor) to offer the Dual-Purpose Card or New Product, as applicable. In the event ASU determines the need for Dual-Purpose Cards, and Desert Financial accepts such opportunity, the Parties agree to work together in good faith to reasonably support the launch of the Dual-Purpose Cards, including a commitment by ASU to ensure reasonable numbers of Dual-Purpose Cards to justify the costs to launch the program.

(d) Sun Devil Community Affiliated Accounts.

(i) Savings Account. Desert Financial will make available to Students, ASU Employees, and ASU Community Members access to Desert Financial's Retail Banking Services and Products. Desert Financial requires that all individuals have a membership with Desert Financial to gain access to the Desert Financial Retail Banking Services and Products. In order to establish a membership, Desert Financial requires that new members deposit \$25.00 into a savings account with Desert Financial (the "Initial Deposit"). Desert Financial will fund the Initial Deposit for each ASU Employee and Student that establishes a membership with Desert Financial.

(ii) Marketing Plan. Desert Financial will market its Retail Banking Services and Products to Affinity Groups in accordance with the approved marketing plan attached hereto as **Exhibit D** (the "Marketing Plan"). At least annually, the Parties will work together to update the Marketing Plan; provided, however, that if the Parties do not mutually agree on an updated Marketing Plan, the Parties will continue to follow the Marketing Plan currently in effect until such time as the Parties mutually agree to the updated terms of the Marketing Plan.

(iii) ASU Affinity Branded Banking Gift Cards. ASU will not permit its Trademark Management Office to license Co-Branded Gift Cards for sale to the general public carrying the Mark of another financial institution without first offering Desert Financial an opportunity to sell Co-Branded Gift Cards carrying the Desert Financial Marks ("Desert Financial Gift Cards"). Desert Financial will indicate whether it has a preliminary interest in such Desert Financial Gift Cards within five (5) business days of notice from ASU of the opportunity. In the event Desert Financial indicates that it does have a preliminary interest in such Desert Financial Gift Cards, Desert Financial will confirm whether or not it wishes to engage in such opportunity with ASU within thirty (30) business days from its indication of preliminary interest. If Desert Financial does not provide a preliminary indication of interest within such 5-business days, or does not confirm its interest in such opportunity within such thirty (30) business days, ASU may engage another third-party company (including a Competitor) for such opportunity. Any Co-Branded Gift Card sold, distributed, licensed or otherwise authorized through an office other than ASU's Trademark Management Office, as well as and any Co-Branded Gift Cards intended to be used for ASU campus stores will be excluded from the obligations set forth in this Section 9.1(d)(iii).

(e) Department of Education Requirements.

(i) Prior to opening any account, Desert Financial must disclose to the Student the major features and commonly assessed fees associated with such account and the URL for the website for the terms and conditions of such account, as and in the format required by applicable laws and regulations including without limitation 34 C.F.R. 668.164(d)(4)(i)(B)(2). Desert Financial will further provide such information to ASU for disclosure by ASU on ASU's website. Desert Financial will permit and cooperate with ASU to conduct diligence reviews with respect to any fees charged to Students at any time as reasonably requested by ASU, and at a minimum, at least every two (2) years. Desert Financial will include a statement in any communications to Students that an account or card is not required for direct receipt of Title IV payments.

(f) Desert Financial will provide its Retail Banking Services and Products and ATMs to Students at a high quality of service level that meets or exceeds generally accepted industry standards. If ASU receives consistent Complaints (as defined below) from Students, ASU may request that Desert Financial provide ASU a written report demonstrating Desert Financial's resolution of such Complaints and compliance. If Desert Financial fails to provide a satisfactory report of Complaint resolution, ASU may request a meeting with Desert Financial and the Contact Persons of the Parties shall meet to discuss such matters promptly, but at least within thirty (30) days of such request.

(g) Desert Financial will provide ASU an annual report of Desert Financial's response management of Complaints with a summary of common Complaint issues and any unresolved Complaints. Desert Financial shall not be required to provide to ASU personally identifiable financial information of Students if doing so would violate applicable privacy laws, regulations or other legal requirements.

(h) For purposes of this provision, the Parties agree that: (x) a “Complaint” means a (i) valid statement or allegation by a Student of wrongful or unethical conduct by Desert Financial or any Desert Financial Parties directly related to Desert Financial’s ATM or Retail Banking Services and Products under this Agreement; or (ii) a breach of Desert Financial’s account or service agreement with Students. A “Complaint” does not include any statement or allegation that Desert Financial reasonably determines to be inaccurate, frivolous, or unrelated to Desert Financial’s ATM or Retail Banking Services and Products under this Agreement or that does not identify a specific practice, concern or other set of facts.

(i) No later than within thirty (30) days after the anniversary of the Effective Date, Desert Financial will provide to ASU the information described in 34 CFR 668.164(f)(4)(iv)(B) in respect of such year regarding the number of Student accounts and the mean and median of the actual costs incurred by those account holders and other information reasonable required by ASU under applicable laws or regulations.

10. ATMs.

10.1 General. ASU will use commercially reasonable efforts to ensure that all ATMs provided by MidFirst Bank, a privately owned financial institution based in Oklahoma (“MidFirst Bank”), are removed from ASU’s Premises on or before the agreed upon dates set forth on **Exhibit E**. In the event that one or more MidFirst Bank ATMs cannot be removed by such dates, for a reason outside reasonable control of MidFirst Bank, ASU will notify Desert Financial of the delay condition and provide MidFirst Bank with a reasonable extension, not to exceed 30 days, to remove the ATMs.

10.2 ATM Machine Placement. Desert Financial, at its sole expense and subject to any mutually agreed ATM site responsibilities as set forth in Exhibit N, will install and maintain a minimum of fifteen (15) ATMs on ASU’s Premises in accordance with the pre-scheduled locations and installation dates agreed to by the Parties, as set forth on **Exhibit E**, provided that such locations are approved by the Arizona Department of Insurance and Financial Institutions. In the event that one or more ATMs cannot be installed and/or maintained at the pre-scheduled location as set forth on Exhibit E, the Parties will work together in good faith to determine a new location approved by the Arizona Department of Insurance and Financial Institutions and mutually agreed by the Parties to install and maintain the ATM. Desert Financial will not be responsible for any delays in the installation of ATMs caused by conditions or events outside of its reasonable control. At least annually, the Parties will meet to review current ATM volumes and demand for any new ATMs on ASU’s Premises and to mutually agree upon any proposed changes to the current deployment of ATMs. Desert Financial will notify ASU if Desert Financial Parties will be on ASU Premises to perform any demand testing as well as when such testing is concluded. Desert Financial, at its sole expense, will install ATMs and/or relocate ATMs to new locations on ASU’s Premises as mutually agreed to by the Parties. ASU is required to provide MidFirst Bank with ninety (90) days’ prior written notice of the MidFirst Bank ATMs that are required to be removed from the locations set forth in **Exhibit E** (the “MidFirst ATM Notice Date”). If Desert Financial, following execution of this Agreement and prior to the MidFirst ATM Notice Date, reasonably determines it will be unable to meet its installation dates for the locations of existing MidFirst ATMs as set forth in Exhibit E, it will immediately notify ASU, and ASU may elect to allow the MidFirst ATM in that location to remain to service the community until Desert Financial is able to install its ATM in such location.

10.3 Number of ATMs. At a minimum, and notwithstanding the provisions of Section 10.2, Desert Financial will install and maintain a sufficient number of surcharge-free in-network Desert Financial ATMS on ASU Premises sufficient to ensure that funds maintained in Student accounts are reasonably available to Student account holders subject to reasonable and customary provisions for funds availability and ATM withdrawal limits, including without limitation during such times as ASU makes direct payments of Title IV funds into such accounts, as and in accordance with 34 C.F.R. 668.164(f)(4)(vi).

11. Retail Branches.

11.1 MidFirst Bank Branches at ASU Campuses. As of the Effective Date, MidFirst Bank leases retail banking spaces from ASU at the Tempe Branch and the Downtown Campus Branch pursuant to lease agreements whose terms will end on April 30, 2023. ASU will not renew the lease agreements and will use commercially reasonable efforts to ensure that all notice and termination requirements under the lease agreements are followed and

enforced to effectuate the termination of the leases. ASU will also enforce its contractual rights and use its best efforts to cause MidFirst Bank to remove all MidFirst Bank branded assets and equipment from the Tempe Branch and the Downtown Campus Branch by the end of the day on May 7, 2023. From the Effective Date of this Agreement through April 30, 2023, ASU will require that MidFirst Bank only offer services to current account holders and not open new pitchfork/ASU branded accounts at the Tempe Branch and Downtown Campus Branch.

11.2 Tempe Campus Branch. Desert Financial will enter into a lease agreement with ASU on substantially similar terms as based on the form of lease provided on **Exhibit F** to construct and operate a branch location on ASU's Premises at **1290 South Normal Avenue, Tempe, Arizona 85281** (the "**Tempe Branch**") and the terms set forth in this Section 11.2. The Parties will work in good faith to negotiate and execute the lease agreement for the Tempe Branch within 30 days of the Effective Date. Desert Financial will pay to ASU an annual rent of seventy-five thousand dollars (\$75,000.00). The annual rent will increase each year according to annual changes in the consumer price index ("**CPI**") to an amount not to exceed five percent (5%) of the prior year's rent. The effective date of the lease will be May 8, 2023; provided, however, that Desert Financial will not be required to pay to ASU rent payments until July 1, 2023. Desert Financial will not be responsible for any delay in the opening of the Tempe Branch caused by conditions or events beyond Desert Financial's reasonable control; provided however, that Desert Financial will not be relieved of its obligation to pay to ASU the annual rent set forth in this Section 11.2, except as otherwise provided in the Lease Agreement. Desert Financial will use commercially reasonable efforts to open the Tempe Branch within one hundred and twenty (120) days from the date on which ASU approves all necessary permits. Once open, Desert Financial will operate the Tempe Branch during commercially customary business hours. ASU will permit Desert Financial to operate an information center and/or services kiosk desk at a location mutually agreed upon by the Parties until the Tempe Branch is open.

11.3 Downtown Campus Branch. Desert Financial will enter into a lease agreement with ASU on substantially similar terms as based on the form of lease provided on **Exhibit F** to construct and operate a branch location on ASU's Premises at **411 North Central Avenue, Suite 140, Phoenix, Arizona 85004** (the "**Downtown Campus Branch**") and the terms set forth in this Section 11.3. The Parties will work in good faith to negotiate and execute the lease agreement for the Downtown Campus Branch within 30 days of the Effective Date. Desert Financial will pay to ASU an annual rent of seventy-five thousand dollars (\$75,000.00). The annual rent will increase each year according to annual changes in the CPI to an amount not to exceed five percent (5%) of the prior year's rent. The effective date of the lease will be May 8, 2023; provided, however, that Desert Financial will not be required to pay to ASU rent payments until July 1, 2023. Desert Financial will not be responsible for any delay in the opening of the Downtown Campus Branch caused by conditions or events beyond Desert Financial's reasonable control; provided however, that Desert Financial will not be relieved of its obligation to pay to ASU the annual rent set forth in this Section 11.3, except as otherwise provided in the Lease Agreement. Desert Financial will use commercially reasonable efforts to open the Downtown Campus Branch within one hundred and twenty (120) days from the date on which ASU approves all necessary permits. Once open, Desert Financial will operate the Downtown Campus Branch during commercially customary business hours. ASU will permit Desert Financial to operate an information center and/or services kiosk desk at a location mutually agreed upon by the Parties until the Downtown Campus Branch is open.

11.4 OneAZ Branch (ASU West Campus). ASU and OneAZ Credit Union, a state chartered credit union ("OneAZ"), are parties to that certain lease agreement dated February 23, 2001 (the "**ASU West Campus Lease**"), whereby OneAZ has agreed to lease and operate a branch location at **4776 W. University Way North, Glendale, Arizona 85306** (the "**ASU West Campus Location**"). The term of the ASU West Campus Lease will end on **April 30, 2027** ("**OneAZ Lease End Date**"), and ASU agrees it will not renew the ASU West Campus Lease with OneAZ, provided ASU and Desert Financial mutually agree to a West Campus financial services plan that best serves the Students' and ASU Employees' needs for Retail Banking Services and Products and ATMs as such needs are reasonably determined by ASU. Desert Financial will ensure students at the West Campus have adequate financial services provided through the nearby Desert Financial branches, ATM network and mobile banking options. If the West Campus on-campus student population increases by fifty (50) percent (%) during the Term of the Agreement, then the Parties will negotiate and execute a reasonable Lease Agreement for a Desert Financial Branch on West Campus, which may include new technology, remote tellers, and/or ATMs to deliver reasonable Retail Banking Services and Products, taking into the account the reasonable and necessary needs of the student population as

reasonably determined by ASU. In the event the Parties execute a Lease Agreement for a West Campus location, Desert Financial will pay an annual rent equal to the then prevailing market rate for comparable space commencing on approximately the effective date of the lease agreement between the Parties; and the lease will automatically terminate upon the termination of this Agreement.

11.5 Student Branch Services (Polytech Campuses). Desert Financial will ensure students at the ASU Polytech Campus have adequate financial services provided through the nearby Desert Financial branches, ATM network, and mobile banking options as reasonably determined by ASU and subject to the provisions of this Section 11.5. If the Polytech on-campus student population increases by fifty (50) percent (%) during the Term of the Agreement, then the Parties will negotiate and execute a reasonable Lease Agreement for a Desert Financial Branch at the Polytech Campus, which may include new technology, remote tellers, and/or ATMs to deliver reasonable Retail Banking Services and Products, taking into the account the reasonable and necessary needs of the student population as reasonably determined by ASU. In the event the Parties execute a Lease Agreement for the Polytech Campus, Desert Financial will pay an annual rent equal to the then prevailing market rate for comparable space commencing on approximately the effective date of the lease agreement between the Parties; and the lease will automatically terminate upon the termination of this Agreement.

11.6 Future Branch and ATM Locations.

(a) Branch and ATM Construction. ASU will be required to pay all ASU internal fees and costs relating to Desert Financial leasing the branch locations on ASU Premises from ASU, including, but not limited to (i) ASU project management fees; (ii) asbestos testing or abatement fees for ATM or branch locations; and (iii) building plan, construction permitting, required permitting review, and associated processing fees, and (iv) ordinary and necessary repairs to areas external to the Branch locations. Desert Financial will, at its sole expense, be responsible for paying for all costs associated with making structural repairs, replacements, substitutions, alterations, additions, and improvements in or to the construction of Desert Financial Branches.

(b) Permits. ASU, at its sole expense, will approve all required permit applications necessary for the construction and operation of Desert Financial Branches within thirty (30) days of receiving all required information from Desert Financial needed to submit such permit applications; provided, however, that such information received from Desert Financial is one hundred percent (100%) accurate and complete.

12. Financial Wellness.

12.1 General. Desert Financial will offer its existing suite of financial wellness programs to the Affinity Groups, as the same may be updated by Desert Financial from time to time (collectively, the “Financial Wellness Programs”). ASU, in its sole discretion, will use commercially reasonable efforts to promote the Financial Wellness Programs, including, but not limited to, promoting the Financial Wellness Programs through email and ASU-controlled websites and social media. At least annually, the Parties will work together to update the Marketing Plan with respect to the Financial Wellness Programs.

12.2 Next-Gen Platform/Content. In addition, to the Financial Wellness Programs, the Parties desire to develop and launch a next-generation financial wellness platform and associated content (the “Next-Gen Program”). The Parties will commission a working group comprised of Desert Financial employees, ASU Employees, and ASU affiliate entities (e.g., EdPlus and ASU Enterprise Partners) to jointly discuss the development of the Next-Gen Program by October 1, 2023. The details of the Next-Gen Program, including the ownership of any work product, content, programs and concepts developed by the Parties related to the Next-Gen Program together with all intellectual property rights therein, will be as set forth in an SOW that documents the details of the Next-Gen Program (“Next-Gen SOW”). Should either Party choose not to launch the NextGen Program with the other Party, the other Party may, in its sole discretion, launch the NextGen Program by itself or with another third-party partner (including a Competitor).

13. Education Offerings.

13.1 Online Program. Desert Financial agrees to offer and make available ASU's online degree program to Desert Financial's employees at Desert Financial's cost under Desert Financial's InvestED program, the terms of which are governed under separate agreement with ASU's third-party provider, InStride.

13.2 Member Education Offering. The Parties have partnered to develop a member education program (the "Member Education Program") in addition to and in coordination with the Next-Gen Program described in Section 12.2. Pending the success of the Member Education Program, the Parties will discuss cost and/or discount offerings to be made available to verified Desert Financial members to access the Member Education Program. The Parties will continually evaluate and mutually agree on other benefits to provide to the Member Education Program.

14. Community Engagement Opportunities.

14.1 Student/Community Engagement. At least annually, the Parties will discuss opportunities and develop a mutually agreed plan, to include but not be limited to Student and ASU Employee financial wellness education, Random Acts of Kindness, 1-2 Student and ASU Employee volunteerism events, and/or other activation and philanthropy activities as the Parties may identify, for Desert Financial to educate Students on financial wellness and create events that will engage ASU Community Members through volunteerism and other applicable events.

14.2 Joint Community Engagement Opportunities. Desert Financial and ASU, in partnership with ASU's Changemaker Central, Educational Outreach and Student Services (EOSS), and ASU's Alumni Association, will co-host at least one (1) campus-wide community service event by the first (1st) anniversary of the Effective Date. After the first (1st) anniversary of the Effective Date, the Parties will jointly determine whether to host additional community service events. The community service event may be hosted at the Arena, in such case (a) Desert Financial will have access to the arena at no monetary charge, and (b) Desert Financial's use of the Arena will not count as one of the three (3) times per year Desert Financial can host an event at the Arena under Section 5.

15. Access to ASU's Premises. ASU will provide Desert Financial with reasonable access to ASU's Premises during normal business hours to conduct its Rights and Benefits as set forth in this Agreement, including but not limited to, access for Desert Financial events made in accordance with Section 5, installing, maintaining, repairing, removing, and replacing the ATMs in accordance with Section 10, hosting Desert Financial events in accordance with Section 12 and 14, conducting marketing activities in accordance with Section 6, and preparing, maintaining and operating leased Desert Financial Branches in accordance with Section 11.

16. Exclusivity.

16.1 Marketing. During the Term, Desert Financial will have the ability to promote itself as the "Official Retail Banking Partner of ASU", provided both Parties understand and agree that such title and the use of such title does not grant any additional exclusivity beyond that expressly set forth in this Agreement.

16.2 Affinity Program. Except for the Exceptions (as defined below), during the Term, Desert Financial will be the exclusive provider of the Affinity Program for co-branded personal debit and personal credit cards containing ASU Marks as further set forth in Section 9. ASU will not permit any Competitor to use any ASU Marks in combination with an ASU identification card or a Dual Purpose Card, New Product, or Solicitations for the acquisition and use of Retail Banking Services and Product, except as otherwise expressly permitted by this Agreement.

16.3 ASU's Premises. The Parties recognize that ASU's campuses are constantly changing and adapting to accomplish ASU's mission. As a result, nothing in this Agreement will restrict ASU's ability to update ASU's Premises from time to time to add to or dispose of ASU's Premises. In the event that any such changes would impact the rights or obligations of the Parties under this Agreement, the Parties agree to work together in good faith to update this Agreement, including **Exhibit H**, to address and incorporate such change.

16.4 Solicitations. Except for the Exceptions, during the Term, Desert Financial will have the exclusive right to engage in Solicitations on ASU's Premises.

16.5 Retail Banking Locations on ASU's Premises. Except for the Exceptions, Desert Financial will have the exclusive rights to operate retail bank branches on ASU's Premises as further set forth in Section 11. In the event ASU expands ASU's Premises or adds new campus locations in Arizona and ASU desires an additional retail banking location in such location, the Parties will follow the process outlined in Section 40.2(b).

16.6 ATMs on ASU's Premises. Except for the Exceptions, and subject to the ATMs at Fusion on First at the Downtown Phoenix location and Mullett Arena, Desert Financial will have the exclusive rights to place, operate, and service ATMs on ASU's Premises as further set forth in Section 10.

16.7 ASU Athletics.

(a) Naming Rights. Desert Financial will not have naming rights for any facility, space, or structure on any other part of ASU's Premises other than the Arena as provided for in Section 3. However, in the event ASU receives an offer from any Competitor relating to the naming of an ASU Athletics facility, ASU will make Desert Financial aware of such naming rights opportunity and provide Desert Financial the ability to match such offer. Desert Financial will indicate whether it has a preliminary interest in such opportunity within five (5) business days of notice from ASU of the opportunity. In the event Desert Financial indicates that it does have a preliminary interest in such opportunity, Desert Financial will confirm whether or not it wishes to engage in such opportunity with ASU within ten (10) business days from its indication of preliminary interest. If Desert Financial does not provide a preliminary indication of interest within such 5-business days, or does not confirm its interest in such opportunity within such 10-business days, ASU may engage such Competitor for such opportunity. The rights granted in this section to Desert Financial will not apply to any non-ASU Athletics facility on ASU's Premises.

(b) Additional Assets. Desert Financial acknowledges that the Additional Rights and Benefits provided under Section 2.2 are non-exclusive in nature. However, ASU agrees that before it enters into any contract with a Competitor to provide similar assets, valued by ASU in excess of \$500,000.00 USD annually, ASU will make Desert Financial aware of such opportunity and provide Desert Financial the ability to match such offer or otherwise change its sponsorship level for ASU Athletics beyond that level contemplated by this Agreement. Desert Financial will indicate whether it has a preliminary interest in such opportunity within five (5) business days of notice from ASU of the opportunity. In the event Desert Financial indicates that it does have a preliminary interest in such opportunity, Desert Financial will confirm whether or not it wishes to engage in such opportunity with ASU within ten (10) business days from its indication of preliminary interest. If Desert Financial does not provide a preliminary indication of interest within such 5-business days, or does not confirm its interest in such opportunity within such 10-business days, ASU may engage such Competitor for such opportunity. Furthermore, ASU agrees that it will not contract on behalf of ASU Athletics with Competitors to enter into agreements of less than \$500,000.00 USD annually to provide assets similar to the Additional Rights and Benefits set forth in Exhibit K. Notwithstanding the foregoing, ASU will not be restricted from soliciting a contract with or actually contracting with a Competitor regarding programs related to mortgages, commercial lending, financial advising, or financial planning for ASU Athletics, nor will ASU be obligated to provide Desert Financial with any notice regarding such a contract.

16.8 Student Services. Except for the Exceptions, during the Term, ASU will not partner with any Competitor to provide informational content to Students in the area of financial literacy except as permitted by Section 12 or unless ASU has first presented the opportunity to Desert Financial and Desert Financial declines such opportunity, does not provide a preliminary indication of interest within 5-business days of notice of such opportunity, or does not confirm its interest in such opportunity within 10-business days following its preliminary indication of interest.

16.9 Exceptions. In addition to those exclusivity exceptions set forth elsewhere in this Agreement, the Parties agree that the following activities by ASU will not violate any of the exclusive rights provided to Desert Financial herein (collectively the "Exceptions"):

(a) Entering into agreements with third-parties (which may or may not be a Competitor) to place Advertisements on ASU's Premises or on any ASU website, including sponsorship agreements, provided such Advertisements are not direct Solicitations, and, with respect to ASU Athletics, subject to the right to match for ASU Athletics facilities as set forth in Section 16.7.

(b) Entering into sponsorship or naming rights agreements for any ASU facility or part of a facility on ASU's Premises, other than the Arena, with any third-party (which may or may not be a Competitor), including signage of such naming partner on the facility.

(c) Authorizing third-parties (which may or may not be a Competitor) to use the term "Proud Partner" of an ASU Athletics Team.

(d) With respect to ASU Athletics only, entering into agreements with third parties (which may or may not be a Competitor) to market, offer, solicit, or otherwise engage in Advertisements for commercial lending, mortgage, financial advising, and financial planning services in combination with ASU Marks, which may include, without limitation, sponsorship and naming rights agreements through or for any ASU Athletics' assets.

(e) Permitting the operation and use of the following ATMs within ASU's Premises: Bank of America ATMs at the Fusion on First facility and ATMs located at Mullett Arena.

(f) Creating, facilitating, and using co-branded educational content in any academic setting, whether for credit or non-credit courses, including without limitation developing academic courses with third-parties (which may or may not be a Competitor) and promoting such content to Students or the public.

(g) Promoting or advertising Student internship or job opportunities with a Competitor.

(h) Entering into agreements with other financial institutions, including a Competitor, for managing ASU's commercial debit and credit cards, and providing other financial services to support the operations of ASU.

(i) Agreements with third-parties (which may or may not be a Competitor) to sponsor any plays, musicals, speakers, or other events at Grady Gammage Memorial Auditorium.

(j) Agreements with third-parties (which may or may not be a Competitor) for research partnerships, philanthropic gifts to ASU or an ASU Component Unit, services provided by ASU, or employee education partnerships.

(k) Entering into an agreement to lease or license real property to third-parties (which may or may not be a Competitor) on property owned or controlled by ASU that is not part of ASU's Premises, whether or not involving Retail Banking Services and Products.

(l) Any actions, inactions, duties, obligations, services to be performed or received, and products to be purchased, received, or sold pursuant to any agreement or arrangement entered into by an ASU student organization, by the ASU Foundation (ASU Educational Partners), or by an ASU Component Unit, provided that ASU will not authorize the ASU Alumni Association to use ASU Marks for a program competitive with the Affinity Program or to engage in Solicitations on ASU Premises or through ASU-controlled email, websites, or social media.

(m) ASU campus stores selling Co-Branded Gift Cards bearing the Mark of a third party.

(n) Entering into an agreement of any kind with an, payment service provider, payment platform, or payment technology provider, including without limitation Venmo, Paypal, Google Wallet, Zelle, Stripe, and Apple Pay, provided such agreement does not allow for Solicitations.

16.10 ASU will take commercially reasonable efforts to educate ASU Employees, Affiliates, ASU Component Units, and other personnel of the opportunities and obligations set forth in this Agreement.

17. Fees. In consideration of the Rights and Benefits granted to Desert Financial under this Agreement, Desert Financial agrees to pay those fees and make such payments (collectively, the “Fees”) as directed by ASU and set forth below:

17.1 Signing Bonus. Desert Financial agrees to pay ASU a three million dollars (\$3,000,000.00) signing bonus (“Signing Bonus”) subject to the below payment terms below:

(a) Desert Financial will pay to ASU one half of the Signing Bonus (one million five hundred thousand dollars (\$1,500,000.00) after the “ASU Launch Items” as defined in Exhibit D have been completed by ASU. Desert Financial will make the payment to ASU under this Section 17.1(a) within thirty (30) days of ASU’s completion of the mutually agreed announcements in the Marketing Plan set forth in Exhibit D.

(b) Desert Financial will pay to ASU one half of the Signing Bonus (one million five hundred thousand dollars (\$1,500,000.00) within thirty (30) days following the removal of all MidFirst Bank assets from the Tempe Branch and the Downtown Campus Branch locations as described in Section 11.1 and removal of MidFirst Bank wraps from ASU bus fleet. The payment under this Section 17.1(b) is not contingent upon MidFirst Bank’s removal of its ATMs from ASU’s Premises in accordance with Section 10.1. In the event that MidFirst Bank’s assets, other than the ATMs described in Section 10.1, remain on the Tempe Branch and the Downtown Campus Branch locations after December 31, 2023, the second half of this signing bonus will be reduced, such that Desert Financial will pay to ASU only one million three hundred fifty thousand dollars (\$1,350,000.00) within thirty days (30) days following the removal of all MidFirst Bank assets from ASU’s Premises as described in Section 11.1. In the event that ASU is notified of a MidFirst Bank asset that is located on ASU’s Premises after December 31, 2023, the existence of such asset will not be deemed a material breach of this Agreement or an ASU Default, and ASU will use commercially reasonable efforts to remove such asset promptly but at least within thirty (30) days receiving such notification.

17.2 Royalty Payments.

(a) General. Desert Financial agrees to make royalty payments calculated in accordance with the payment terms as set forth in **Exhibit G**. In any event, Desert Financial agrees to make a minimum annual royalty payment of seven hundred fifty thousand dollars (\$750,000.00) to ASU (the “Annual Royalty Guaranty”).

(b) Payment. Desert Financial will pay royalties due to ASU within thirty (30) days following the end of each of ASU’s Fiscal Quarters. In the event that the sum of the royalties earned by ASU during the Fiscal Year does not meet or exceed the Annual Royalty Guaranty, Desert Financial will pay to ASU within thirty (30) days following ASU’s fourth Fiscal Quarter (i) the royalties due to ASU following its fourth Fiscal Quarter and (ii) the difference between the Annual Royalty Guaranty and the royalty payments earned and paid ASU during the Fiscal Year.

(c) Royalty Payment for April 1, 2023 through June 30, 2023. Subject to Section 9.1 concerning the validation of Students’ and ASU Employees’ accounts, Desert Financial will pay to ASU a royalty payment for royalties generated for the period April 1, 2023 through June 30, 2023 on the date in which Desert Financial pays the royalty payment due to ASU for its 2023-2024 Fiscal Quarter Q1. The royalty payments accrued by ASU from April 1, 2023 through June 30, 2023 will not be deducted from the Annual Royalty Guaranty owed by Desert Financial to ASU for the 2023 Fiscal Year.

17.3 Milestone Payment and Bonuses. ASU will work with Desert Financial to support the success of the financial services partnership. Should the number of ASU New Members hit mutually agreeable thresholds, Desert Financial will pay ASU a “Milestone Bonus” at the end of years five (5) and ten (10) of this Agreement as outlined in **Exhibit L**.

17.4 Sun Devil Athletics Naming Rights and Sponsorship Fees. In consideration for the rights granted under Sections 2, 3 and 4 above, Desert Financial Agrees to pay ASU in accordance with the payment schedule set forth in **Exhibit G**.

17.5 Late and Disputed Payments.

(a) **Late Payment.** Desert Financial will pay the applicable Fees set forth in this Agreement for each year of this Agreement on the dates specified in this Agreement. A late payment charge of one percent (1.0%) per month (the "Late Payment Rate") may be applied on all Fees due under this Agreement that are not paid within thirty (30) days after the due dates, such late payment charge not to exceed one-twelfth (1/12) of the maximum annual percentage allowed to be charged under State usury law. Any failure to impose a late payment charge will not prejudice ASU's right to do so should the default continue or should a subsequent payment not be made when due. In addition, ASU may, without terminating, breaching, or committing a default under this Agreement immediately suspend delivery to Desert Financial of any Rights and Benefits due under this Agreement until such time as Desert Financial becomes current in its payment of all sums properly due hereunder. Desert Financial further agrees to reimburse ASU for all collection costs and expenses (including reasonable attorneys fees) incurred by ASU as a result of Desert Financial's failure to pay any amounts due and not in good faith disputed.

(b) **Disputed Payments.** If Desert Financial in good faith disputes any payments owed to ASU, Desert Financial will immediately notify ASU in writing of any such disputed amounts, identifying in reasonable detail Desert Financial's reasons for the dispute and the nature and amount of the dispute. If the amount disputed by Desert Financial is subsequently deemed (whether by agreement of the Parties or a final, non-appealable determination of a governmental authority) to be properly due and payable, Desert Financial will pay such amount to ASU on or before ten (10) days after such determination, together with interest accrued at the Late Payment Rate from the first day following the date on which payment would have been made if not disputed to the date such payment is made.

18. Approval of All Form and Content Prior to Its Use. All (1) collateral and signage to be displayed on or in the Arena or the exterior of any ASU Premises whether or not bearing any ASU Marks, (2) collateral and signage to be displayed inside a Desert Financial Branch bearing an ASU Mark; and (3) any written materials bearing the information regarding the Affinity Program, the ASU Marks, Arena Name and/or the Arena Logo as permitted herein (including but not limited to, copies of all signage, promotional material, marketing practices, messages, advertisements and announcements and any portion thereof), and all use of ASU's Marks in accordance with this Agreement must follow ASU's requirements set forth in ASU's Brand Guide and will be subject to the prior written approval of ASU in its reasonable discretion prior to any installation and/or use. ASU reserves the right, in its reasonable discretion, to approve or disapprove of such signage and materials, if in ASU's sole discretion ASU believes that any such signage or material using ASU Marks, is inappropriate, not in good taste, or does not substantially fit in with the general advertising conditions of the Arena or ASU Premises or the ASU Brand Guide. If the proposed signage or material is not acceptable to ASU for any reason, ASU will provide Desert Financial with an explanation of why the proposed signage or material is unacceptable and work with Desert Financial to determine what content may be appropriate. After any particular signage or material has been approved, Desert Financial will not depart therefrom in any respect or add any element thereto without submitting such revisions to ASU and obtaining ASU's approval.

19. Intellectual Property Ownership and License.

19.1 Desert Financial Marks.

(a) Desert Financial is the sole owner of the Desert Financial Marks, and all rights associated with the Desert Financial Marks (including, without limitation all goodwill associated with the Desert Financial Marks and all registrations and applications for registration of such Marks). Accordingly, ASU acknowledges and agrees that (i) the Desert Financial Marks are the sole property of Desert Financial and nothing in this Agreement will give ASU any right or title to or interest in such Marks (other than the limited rights expressly granted by this Agreement with respect to the use of such Marks), (ii) neither ASU nor any person or entity acting on its behalf, will register or attempt to register any of the Desert Financial Marks or any other Mark that, in Desert Financial's reasonable discretion is deemed to be confusingly similar thereto; and (iii) neither ASU nor any person or entity acting on its behalf, will challenge the validity of or oppose or seek to cancel the registration of any of the Desert Financial Marks. ASU will not do any of the following, without, in each case, Desert Financial's prior written consent:

(i) use any Desert Financial Marks for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any Desert Financial endorsement or support of any product or service in any public or private communication. Any permitted use of Desert Financial Marks must comply with Desert Financial's written requirements if and as the same are provided to ASU, including using the ® indication of a registered mark.

(b) Desert Financial hereby grants to ASU a non-exclusive, worldwide license to use the Desert Financial Marks in connection with, and in furtherance of, the duties, obligations, and rights of ASU under this Agreement, including without limitation incorporating the Desert Financial Marks into the Arena Marks and incorporating, embedding, affixing or otherwise displaying such Desert Financial Marks into, in, to, or on the Arena or in connection with the Affinity Program provided by Desert Financial under this Agreement. The term of the license granted under this Section 19.1(b) will commence on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, will continue until the end of the Term.

(c) Without limiting the licenses granted in Section 19.1(a) or 19.1(b), Desert Financial hereby grants ASU the following limited, royalty-free license to use the Desert Financial Marks in connection with the Arena in any form or medium whatsoever. To the extent some or all of the Desert Financial Marks may be incorporated into, embedded in, affixed to, or otherwise displayed on or in the Arena in accordance with the provisions of Section 19.1(b) above, Desert Financial hereby grants ASU a license to use such Desert Financial Marks, provided the use of such Desert Financial Marks is incidental to ASU's use of Arena Marks or in the marketing of the Affinity Program. The term of the license granted under this Section 19.1(c) will commence on the Effective Date of this Agreement and, unless terminated sooner pursuant to the provisions of this Agreement, will continue until the end of the Term. Desert Financial acknowledges that certain events that occur at the Arena will be photographed and televised, and Desert Financial unconditionally consents to the photographing or televising of any and all promotions, advertisements, logos, names, and trademarks, including Desert Financial Marks, placed in the Arena under this Agreement.

(d) Nothing in this Agreement will be construed in any sense to grant permission or grant any rights of any kind or nature whatsoever to Desert Financial to use the names, tradenames, or intellectual property of the owner of the names of any event holder (for example and without limitation the NCAA, the name of any entertainer, or any other party holding an event at the Arena) without the prior written consent of such parties.

19.2 ASU Marks.

(a) ASU is the sole owner of the ASU Marks and the Arena Marks (including, without limitation all goodwill associated with such Marks and all registrations and applications for registration of such Marks). Accordingly, Desert Financial acknowledges and agrees that (i) the ASU Marks and the Arena Marks are the sole property of ASU and nothing in this Agreement will give Desert Financial any right or title to or interest in such Marks (other than the limited rights expressly granted by this Agreement with respect to the use of such Marks), (ii) neither Desert Financial nor any person or entity acting on its behalf, will register or attempt to register any of the ASU Marks, the Arena Marks, or any other Mark that, in ASU's reasonable discretion is deemed to be confusingly similar thereto; and (iii) neither Desert Financial nor any person or entity acting on its behalf, will challenge the validity of or oppose or seek to cancel the registration of any of the ASU Marks or the Arena Marks. Desert Financial will not do any of the following, without, in each case, ASU's prior written consent: (i) use any ASU Marks for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

(b) License for Use of ASU Marks and the Arena Marks. ASU hereby grants to Desert Financial a non-exclusive license to use the ASU Marks and the Arena Marks in connection with, and in furtherance of, the duties, obligations and rights of Desert Financial under this Agreement, including without limitation the right to use the ASU Marks and the Arena Marks in connection with identifying Desert Financial's sponsorship of the Arena in promotional activities relating to Desert Financial, and on the Retail Banking Services and Products provided in

conjunction with Affinity Programs under Section 9.1, but **not** in connection with other arenas or facilities, Promotional Merchandise, or any other purpose. For purposes of clarification, in the event that Desert Financial desires to use the ASU Marks, the Arena Marks in connection with Promotional Merchandise, Desert Financial must obtain the written approval of ASU, and Desert Financial must purchase any and all Promotional Merchandise from a licensee designated by ASU, which licensee will be entitled to its standard royalties under the corresponding agreement with ASU. The term of the license granted under this Section 19.2(b) will commence on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, will continue until the end of the Term. No additional royalties will be due in connection with this license other than the portion of the Engagement Fee applicable to the royalty paid for the license rights granted hereunder.

(c) Limitations on Use of Marks, Publicity. Desert Financial will not do any of the following, without, in each case, ASU's prior written consent: (i) use the ASU Marks or the Arena Marks for any reason, including online or promotional purposes, other than as specifically permitted herein; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks or the Arena Marks must comply with ASU's written requirements, including using the ® indication of a registered mark.

(d) This Agreement will supersede and terminate the Trademark License Agreement between the parties dated January 30, 2023.

19.3 Other Intellectual Property. ASU will also own such other Marks, works of authorship, architectural works, or ornamental designs that are associated with the likeness or appearance of the Arena, ASU's Premises, the leased retail branches, and the making and selling of Promotional Merchandise or other promotional items, specifically including any rights associated with the likeness or appearance of the Arena.

19.4 Guidelines; Quality Control. ASU and Desert Financial will work together to develop mutually acceptable guidelines pursuant to which the Arena Marks must be used by ASU, Desert Financial and their permitted sublicensees hereunder (the "Guidelines"). ASU and Desert Financial will use the Arena Logos only in these and other mutually agreed forms as may be set forth in the Guidelines. Upon a Party's reasonable request, the other Party will provide information necessary to evaluate the other Party's use of any licensed Marks, compliance with this Agreement, and the quality of products and services distributed using the Marks. The quality standards for Promotional Merchandise will be consistent with the standards of ASU's licensees for Promotional Merchandise.

19.5 Sublicense to NCAA and Pac-12. If requested by ASU, Desert Financial will consent to and enter into an agreement with the NCAA and Pac-12 authorizing the NCAA and Pac-12, or their licensees, to use and to sublicense, if necessary, the Arena Marks to third parties so long as such agreement and the use and sublicensing permitted thereunder is on terms that are not inconsistent with the terms and conditions of this Agreement. To the extent allowed by the NCAA and/or Pac-12, ASU will provide to Desert Financial any and all such proposed agreements, and will provide Desert Financial with a reasonable period in which to review and examine such agreements.

19.6 Sublicenses. Except as otherwise provided herein, neither Party may sublicense any of the trademark rights granted herein without the express written consent of the other Party, which may be approved or denied in the licensing Party's sole discretion. No such sublicense will grant any rights broader than the rights granted herein.

19.7 Enforcement of Trademark Rights. The Parties each agree to cooperate with the other in any defense or assertion of rights against an alleged third-party infringer of the Arena Marks. To the extent the cost of cooperation is de minimis, it will be borne by the cooperating Party; otherwise the cost of such cooperation will be borne by the requesting Party.

19.8 Breach and Termination of Licenses.

(a) The Parties acknowledge and agree that any breach of the provisions of this Section 19 by either Party, or its sublicensee, could result in irreparable injury to the non-breaching Party for which money damages may not be a sufficient remedy. Therefore, in addition to any other remedies that may be available hereunder, subject

to the limitations set forth herein, the non-breaching Party will be entitled to bring suit or otherwise institute an action for the limited purpose of obtaining injunctive, temporary, or other preventive equitable relief as a remedy for any breach or threatened breach of the provisions of this Section 19, which breach or threatened breach could reasonably be expected to result in irreparable damage to the non-breaching Party.

(b) Upon expiration or termination of this Agreement, the licenses granted by ASU to Desert Financial hereunder and any sublicenses will immediately terminate, including but not limited to Desert Financial's use of ASU's Mark. Except as stated in Section 24.7, Desert Financial and its sublicensees will have a sufficient period of time, which period will be as long as commercially reasonable, but in no event longer than ninety (90) days, to allow the ASU Marks to be removed from the Arena and all collateral related to the Rights and Benefits hereunder and to make any physical changes or repairs to the Arena necessitated by the removal of the Arena Marks. The actual cost to remove the Arena Marks from the Arena will be borne by the future naming rights sponsor for the Arena.

(c) Upon expiration or termination of this Agreement, the licenses granted by Desert Financial to ASU hereunder and any sublicenses will immediately terminate, including but not limited to ASU's use of Desert Financial Marks.

20. Services-Related Intellectual Property Ownership and License.

20.1 Work Product. The Desert Financial-specific materials developed or conceived in connection with an SOW pursuant to Section 8, including, but not limited to, creative concepts, creative ideas, preliminary scripts, storyboards, artwork, music, radio scripts, finished advertisements, radio and television commercials, promotional materials, and all other work or material), whether or not conceived, created or made by ASU or Desert Financial, or any of its employees or subcontractors ("Work Product") will be Desert Financial's property. ASU may use Work Product for its internal research and development purposes. Desert Financial agrees and acknowledges that all ideas, trade secrets, information (including confidential information), discoveries, inventions, improvements, developments, procedures, processes, know-how, techniques, models, manuals and systems, whether or not patented, patentable, copyrighted, copyrightable or otherwise registerable, and all rights and registrations derived or derivable therefrom that ASU creates in generating Work Product are ASU's Intellectual Property. ASU hereby grants to Desert Financial a royalty-free, non-exclusive, non-sublicensable, non-transferable, limited license to use ASU's Intellectual Property as incorporated into such Work Product solely to the extent necessary for Desert Financial to commercially implement its Work Product.

20.2 Desert Financial Use of Work Product. ASU acknowledges that Desert Financial will use the Work Product for its intended purposes and that Desert Financial may, at Desert Financial's sole discretion, implement on its own, or engage with third party consultants to implement, any solutions provided in the Work Product. Except for the limited license in Section 20.1 of this Agreement, Desert Financial's use or implementation of Work Product does not give to Desert Financial any right, title, or interest in any of ASU's Intellectual Property at any time or for any reason. Except for Non-Confidential ASU Intellectual Property, Desert Financial will not disclose any of ASU's Intellectual Property to any third party (including its third-party consultants) for any reason. "Non-Confidential ASU Intellectual Property" is ASU's Intellectual Property that: (a) is or becomes publicly known through no fault of Desert Financial; (b) is known to Desert Financial prior to the other party sharing it, as documented by Desert Financial's written records; (c) is disclosed to the Desert Financial by a third party having no confidentiality obligation to the disclosing party, as documented by Desert Financial's or the third party's business records; or (d) is independently developed by Desert Financial without using ASU's Intellectual Property, as documented by the Desert Financial's written records.

21. Data Use, Ownership, and Privacy.

21.1 ASU Data will be ASU's Intellectual Property and Desert Financial will treat it as ASU's confidential and proprietary information. Desert Financial will not use, access, disclose, license, or provide to third parties any ASU Data, except: (i) to fulfill Desert Financial's obligations to ASU hereunder; or (ii) as authorized in writing by ASU. Without limitation, Desert Financial will not use any ASU Data, whether or not aggregated or deidentified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. Desert Financial will not, directly or indirectly: (a) attempt to reidentify, disaggregate, or deaggregate deidentified or aggregated information; or (b) transfer deidentified or aggregated information to any third party unless that third party agrees not to attempt reidentification, disaggregation, or deaggregation. For ASU Data to be considered deidentified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information such that any individual is not identified or reasonably identifiable. Upon request by ASU, Desert Financial will deliver, destroy, and/or make available to ASU any or all ASU Data.

21.2 Desert Financial will provide to ASU the Desert Financial Data reasonably necessary to validate the royalty payment calculations under **Exhibit G** and as set forth in Section 32, which will consist only of anonymized information that is free of personally identifiable information or other sensitive data (as defined by applicable laws). Desert Financial will ensure that all Desert Financial Data will be free of any viruses, malware or other malicious code. Desert Financial Data will be Desert Financial's Intellectual Property and ASU will treat it as Desert Financial's confidential and proprietary information. ASU will not use, access, disclose, license, or provide to third parties any Desert Financial Data, except: (i) to fulfill ASU's obligations to Desert Financial hereunder; or (ii) as authorized in writing by Desert Financial. Without limitation, ASU will not use any Desert Financial Data, whether or not aggregated or deidentified, for marketing, profiling, or product demonstrations, without, in each case, Desert Financial's prior written consent. ASU may use Desert Financial Data internally and only to the extent necessary for ASU to develop its products and services. ASU will not, directly or indirectly: (a) attempt to reidentify or deaggregate deidentified or aggregated information; or (b) transfer deidentified or aggregated information to any third party unless that third party agrees not to attempt reidentification or deaggregation. For Desert Financial Data to be considered deidentified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and member information such that any individual is not identified or reasonably identifiable. Upon request by Desert Financial, ASU will deliver, destroy, and/or make available to Desert Financial any or all Desert Financial Data.

21.3 Notwithstanding the foregoing, if this Agreement allows Desert Financial to provide aggregated and deidentified data to third parties, then Desert Financial may provide such data solely to the extent allowed in this Agreement, and, unless otherwise stated herein, only if such data is aggregated with similar data of others (i.e., is not identified as ASU, ABOR, or Arizona-specific).

22. Information Security. All systems containing ASU Data or Desert Financial Data must be designed, managed, and operated in accordance with information security best practices and in compliance with all applicable laws, rules, and regulations by Desert Financial and ASU, respectively. To diminish information security threats, each Party will (either directly or through its third-party service providers) control access to the disclosing Party's resources, including sensitive data of the disclosing Party, limiting access to legitimate business need based on an individual's job-related assignment. The receiving Party will, or will cause the system administrator to, approve and track access to ensure proper usage and accountability, and the receiving Party will make such information available to the disclosing Party for review, upon the disclosing Party's request. Desert Financial must ensure that its information security programs, policies, and protocols meet at least those minimums required by applicable state and federal law and regulations, including without limitation the Gramm-Leach-Bliley Act.

23. Unavailability of Rights and Benefits.

23.1 Unless otherwise agreed in writing, if during the Term, ASU is unable to deliver or must reduce (i.e., not make available) the Rights and Benefits identified in **Exhibit A** or **Exhibit B** or the Additional Rights and Benefits identified in **Exhibit K**, or the benefits in **Exhibit D** or **Exhibit M** due to a Force Majeure Event, the statutes and

regulations of the State of Arizona, Arizona Board of Regents Policies, or NCAA Documents, or they simply become impossible or impractical to provide (e.g., a particular business activity or practice, such as a radio program, signage system or print publication, has become discontinued or become obsolete or ineffective, the specific event or events get cancelled, a sports team or event gets relocated to another venue, etc.), such inability to deliver the Rights and Benefits of Exhibit A or Exhibit B or the Additional Rights and Benefits in Exhibit K, or the benefits in **Exhibit D** or **Exhibit M** will not be deemed a material breach or ASU Default, provided the Parties will discuss in good faith alternative or substitute “make-good” elements of substantially equal value to the reasonable satisfaction of Desert Financial or appropriate credits to replace such Rights and Benefits or Additional Rights and Benefits.

23.2 If the Parties, despite such good faith efforts, do not agree upon such make-good options, the Parties shall escalate the issue pursuant to Section 40.3, and if such escalation fails to result in agreement on the make-good alternatives, then within thirty (30) days after ASU offers such make-good options, either Party may cancel this Agreement, by providing written notice to the other Party, in which case Desert Financial will be paid a pro rata refund by ASU for amounts pre-paid by Desert Financial for Rights and Benefits or the Additional Rights and Benefits that are attributable to the period after the termination date, which is ASU’s sole and exclusive liability and Desert Financial’s sole and exclusive remedy for such inability to provide the Rights and Benefits in **Exhibit A** or **Exhibit B** or the Additional Rights and Benefits in **Exhibit K**, or the benefits in **Exhibit D** or **Exhibit M**.

24. Termination.

24.1 Desert Financial Defaults. Each of the following will constitute a “Desert Financial Default”:

(a) If Desert Financial fails to make any payment hereunder when such payment is due, undisputed, and owing; or

(b) If Desert Financial breaches any of its other material obligations, covenants, representations, or warranties under this Agreement, but only if:

(i) such breach is not capable of being cured by Desert Financial;

(ii) such breach is capable of being cured, but Desert Financial does not commence commercially reasonable efforts to cure such breach within ten (10) days of receiving notice of its breach in writing from ASU in accordance with the provisions of Section 40.1; or

(iii) (1) such breach is capable of being cured, and Desert Financial commences commercially reasonable efforts to cure such breach within ten (10) days of receiving notice of its breach in writing from ASU in accordance with the provisions of Section 40.1, and (2) Desert Financial does not cure such breach within thirty (30) days after the date such notice was provided by ASU or such time as is reasonably necessary to cure such default (not to exceed ninety (90) days).

(c) If Desert Financial is placed into conservatorship by the National Credit Union Administration; or

(d) If Desert Financial (i) becomes subject to a significant enforcement or supervisory cease and desist order from its primary regulator, or (ii) as a result of an act or omission of one or more of its directors or officers, is reasonably viewed by ASU as having engaged in business practices that have brought Desert Financial into public disrepute, scorn or ridicule, and ASU determines in its reasonable discretion that its relationship with Desert Financial impacts the public image of ASU or any Team by virtue of the relationship between the Parties.

(e) If Desert Financial fails to cure or correct the following conditions after 30 days notice from ASU that pursuant to Department of Education regulations, (i) Desert Financial has received and failed to resolve Complaints from Students that Desert Financial account fees are not consistent with or are higher than prevailing market rates; or (ii) ASU makes a reasonable determination that Desert Financial account fees are not consistent with or are higher than prevailing market rates.

24.2 Remedies for Desert Financial Defaults. Upon a Desert Financial Default, ASU will have the right, in its sole and absolute discretion, to terminate this Agreement by written notice to Desert Financial, with such termination to be effective upon delivery of such notice in accordance with the provisions of Section 40.1 hereof. Upon termination, ASU may use the Dispute Resolution process to pursue any remedies it may have. In addition to the remedy described above, or in the alternative to the remedy described above, ASU may, in its sole discretion, (i) choose to keep the Agreement in force and invoke either Section 40.3 or the Dispute Resolution Process to attempt to negotiate appropriate compensation or consideration due to ASU, and/or (ii) seek damages suffered as a result of a Desert Financial Default. However, the Parties agree that any damages resulting from a Desert Financial Default will be limited to actual damages incurred or suffered by ASU, taking into account any contractual compensation ASU may or will receive from any third-party assuming, succeeding or replacing Desert Financial with respect to the Affinity Program or naming rights under this Agreement which may reduce any actual damages incurred or suffered by ASU.

24.3 ASU Defaults. Provided ASU complies with the provisions of Section 23, any failure on the part of ASU to provide any of the Rights and Benefits set forth in Exhibit A or Exhibit B, the Additional Rights and Benefits in Exhibit K, or the benefits in **Exhibit D** or **Exhibit M** is not a material breach of this Agreement or an ASU Default. The following will constitute an “ASU Default”:

(a) If ASU breaches any of its material obligations, covenants, representations, or warranties hereunder but only if:

(i) such breach is not capable of being cured by ASU;

(ii) such breach is capable of being cured, but ASU does not commence commercially reasonable efforts to cure such breach within ten (10) days of receiving notice of its breach in writing from Desert Financial in accordance with the provisions of Section 40.1; or

(iii) (1) such breach is capable of being cured, and ASU commences commercially reasonable efforts to cure such breach within ten (10) days of receiving notice of its breach in writing from Desert Financial in accordance with the provisions of Section 40.1, and (2) ASU does not cure such breach within thirty (30) days after the date such notice was provided by Desert Financial or such time as is reasonably necessary to cure such default (not to exceed ninety (90) days).

(b) If ASU makes an assignment for the benefit of its creditors, or if a trustee, receiver, or similar officer of any court is appointed for ASU or for a substantial part of its property or assets, whether with or without its consent, or if an action for bankruptcy, composition, reorganization, insolvency, or liquidation proceedings is or are instituted by or against ASU and such action or proceedings are not dismissed within sixty (60) days from the date of the institution thereof; or

(c) If ASU becomes subject to (i) any sanction, show cause order or enforcement action for NCAA rules violations, either self-imposed or by consent of ASU or imposed by the NCAA Division 1 Committee on Infractions related to any ASU Team or ASU Team coach (who are acting at the direction of an ASU officer or senior vice president) at any time during this Agreement, or (ii) as a result of an act or omission of one or more of its officers or senior vice presidents is reasonably viewed by Desert Financial as having engaged in business practices that have brought ASU into public disrepute, scorn or ridicule, and Desert Financial determines in its reasonable discretion that its relationship with ASU impacts the public image of Desert Financial by virtue of the relationship between the Parties. Notwithstanding the foregoing, any sanctions, orders, or actions, resulting from investigations generally publicly reported that are in process as of the Effective Date as related to one or more ASU Teams or ASU Team coaches that began prior to the Effective Date and any generally publicly reported acts or omissions prior to the Effective Date will not be considered a violation of this Section 24.3(c).

24.4 Remedies for ASU Defaults. Upon an ASU Default, Desert Financial will have the right, in its sole and absolute discretion, to terminate this Agreement by written notice to ASU, with such termination to be effective upon delivery of such notice in accordance with the provisions of Section 40.1 hereof. Upon termination, Desert Financial may use the Dispute Resolution process to pursue any remedies it may have. In addition to the remedy

described above, or in the alternative to the remedy described above, Desert Financial may, in its sole discretion, choose to keep the Agreement in force and invoke either Section 40.3 or the Dispute Resolution Process to attempt to negotiate appropriate benefits or consideration due to Desert Financial; provided, however, that in the event of any breach of Section 24.3(c) above, Desert Financial may promptly terminate this Agreement upon 30 days' notice to ASU, and ASU will return to Desert Financial the prorated portion of any prepaid amounts attributable to the time following the date of termination, which is Desert Financial's sole and exclusive remedy and ASU's sole and exclusive liability for such breach by ASU.

24.5 Tickets. Desert Financial acknowledges that if any tickets or incentives are provided for under this Agreement: (i) such tickets provided for in this Agreement are made available only as a part of and in connection with the sponsorship relationship created hereunder; (ii) all rights to such tickets will terminate automatically in the event of termination of this Agreement; (iii) such tickets may not be assigned, transferred, conveyed; provided, however, that (x) Desert Financial will be permitted to assign, transfer, or convey such tickets to Desert Financial subsidiaries or its employees and (y) Desert Financial may assign, transfer, or convey such tickets pursuant to contests, giveaways or other promotional purposes upon the prior written approval of ASU.

24.6 Limited Survival of Licenses. Section 19.2(b) will apply upon the expiration or termination of this Agreement as contemplated by Section 19.8(b) and Section 24.7.

24.7 Reasonable Transition Period for Cards. Notwithstanding any limitation on or termination of license rights or use of ASU Marks, the Parties agree that upon any termination of this Agreement, Desert Financial will (a) immediately cease issuing new debit cards and credit cards using any ASU Marks and cease offering and marketing the Affinity Program and any other use of any ASU Marks, and (b) have a reasonable period of time, not to exceed the expiration date stated on the debit and credit cards that are issued by Desert Financial prior to the termination date of this Agreement which period may not exceed twenty four (24) months following the effective date of termination, to replace the existing debit and credit cards using any ASU Marks issued prior to such termination. Notwithstanding the foregoing, any debit or credit cards associated with the Affinity Program which are digital must promptly terminate.

25. Other Sponsorships and Signage. ASU has made no representation regarding the number of sponsors or advertisers that will be in the Arena or on ASU's Premises. The existence of this Agreement will in no event preclude ASU or the Arena from selling advertisement space and opportunity to other sponsors of similar businesses, subject to any specific exclusivity protection granted to Desert Financial in this Agreement, if applicable.

26. Representations and Warranties.

26.1 Desert Financial represents, warrants, and covenants to ASU as follows: (i) Desert Financial has the full right and legal authority to enter into and perform each of its obligations under this Agreement in accordance with its terms; (ii) this Agreement is duly executed and delivered by Desert Financial and is the legal, valid, and binding obligation of Desert Financial enforceable against Desert Financial in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights or by general equitable principles; (iii) the execution and delivery of this Agreement have been duly authorized by Desert Financial and such execution and delivery and the performance by Desert Financial of its obligations hereunder, will not violate or cause a breach of any other agreements or obligations to which Desert Financial is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith; (iv) the use of Desert Financial's Marks pursuant to the terms of this Agreement will not infringe upon any patent, trademark, copyright, trade name, right of publicity, or other proprietary right or interest of a third party; (v) Desert Financial will comply with all rules and policies of the Arena and ASU, provided that ASU delivers such rules and policies and amendments thereto to Desert Financial in writing; (vi) there are no pending or threatened lawsuits, proceedings, or claims against Desert Financial that could, in any material way, adversely affect the performance of Desert Financial hereunder; (vii) the Affinity Program, Desert Financial Retail Banking Services and Products, the Financial Wellness Programs, and the work provided by or on behalf of Desert Financial for the Next-Gen Program, provided or otherwise made available by Desert Financial are and will remain in compliance with all applicable legal and regulatory requirements, including without limitation all banking and

privacy laws and regulations; (viii) the Affinity Program and Desert Financial Retail Banking Services and Products will meet those minimum requirements set forth in the RFP and Desert Financial's response to the RFP; and (ix) Desert Financial will comply with all applicable federal and state laws and regulations governing the services of Desert Financial under this Agreement. In the event that the Parties determine that the rules and polices of the Arena and/or ASU as contemplated by (vi) conflict with any terms in this Agreement, the Parties will work together in good faith to resolve such conflict.

26.2 ASU represents, warrants, and covenants to Desert Financial as follows: (i) ASU has the full right and legal authority to enter into and perform each of its obligations under this Agreement in accordance with its terms; (ii) this Agreement is duly executed and delivered by ASU and is the legal, valid, and binding obligation of ASU enforceable against ASU in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other similar laws affecting creditor's rights or by general equitable principles; (iii) the execution and delivery of this Agreement have been duly authorized by ASU and such execution and delivery and the performance by ASU of its obligations hereunder, will not violate or cause a breach of any other agreements or obligations to which ASU is a Party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith; (iv) there are no pending or threatened lawsuits, proceedings, or claims against ASU that could, in any material way, adversely affect the performance of ASU hereunder. Except as expressly set forth in this Agreement, ASU makes no, and expressly disclaims any, representations or warranties, express or implied, including without limitation any warranty of fitness for a particular use or purpose, regarding the Rights and Benefits or Additional Rights and Benefits, any event, sponsorship of any event, the naming rights and other sponsorship benefits provided by ASU hereunder, and any other product or service provided by ASU hereunder, including without limitation the Work Product and the results of use of the Work Product.

27. Indemnification.

27.1 Desert Financial will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents, and employees for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused by (i) the negligent or willful acts or omissions of Desert Financial, or any of the Desert Financial Parties; or (ii) failure to comply with any applicable law, rule or regulation. Desert Financial will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

27.2 Subject to the limitations set forth herein and the limitations of Arizona law, ASU will indemnify, defend, save and hold harmless the Desert Financial Parties for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused by the negligent or willful acts or omissions of ASU, or any of the ASU Parties. Because ASU is a public institution, any indemnification, liability limitation, releases or hold harmless provisions are limited as required by Arizona law, including Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU. Notwithstanding the foregoing, in the event Desert Financial incurs any damages directly as a result of any ASU violation of any applicable law, rule or regulation, ASU will be responsible for such damages.

27.3 Notwithstanding anything to the contrary set forth herein, the indemnification obligations under this Section 27 will survive the termination or expiration of this Agreement for any reason and are solely for the benefit of the parties specifically indemnified hereunder and will not be deemed to benefit any other person or entity.

28. Success of Events and Attendance. ASU does not guarantee, in any way, the success or attendance of any events held at the Arena, and Desert Financial hereby waives any and all claims against ASU of any nature for the failure of any event outcome, low attendance, or the cancelling of an event due to low attendance, subject to Section

3.3. ASU does not guarantee, in any way, the success or use by any person of the Affinity Program or any Retail Banking Services and Products provided by Desert Financial, and Desert Financial hereby waives any and all claims against ASU of any nature for the failure of any person, including but not limited to, Students, ASU Employees, or ASU Community Members to use, access, obtain, or buy the Retail Banking Services and Products.

29. Amendments. No amendment, addition, alteration, or modification will be effective to this Agreement unless signed in writing by both Parties.

30. No Waiver. No failure on the part of either Party to exercise any right under this Agreement will operate as a waiver of such right; nor will any single or partial exercise of any right preclude any other or further exercise of such right or the exercise of any other rights. No waiver or consent will be effective, unless evidenced by a writing executed by both Parties hereto.

31. Relationship of Parties. The relationship of the Parties will be that of independent contractors and nothing in this Agreement will be construed to place the Parties in the relationship of partners or joint venturers or employer and employee, and neither will have the right to obligate or bind the other to a third party in any manner whatsoever.

32. Financial Reporting Obligations.

32.1 General. Within thirty (30) days following the end of each of ASU's Fiscal Quarters, Desert Financial will prepare and furnish to ASU a financial report detailing:

- (a) ASU Accounts opened during the quarter;
- (b) Active ASU Accounts at their annual anniversary date (*e.g.*, one (1) year, two (2) years, etc.);
- (c) Closed ASU Accounts during the quarter;
- (d) Transactional details of ASU Accounts for purposes of calculating the royalty payments as set forth in Section 17.2; and
- (e) ATM Surcharge Revenue attributable to Desert Financial ATMs located on ASU's Premises.

32.2 Department of Education Cash Management. The United States Department of Education (the "DOE") requires public universities to publish and disclose a list of certain fees charged to students. To facilitate ASU's compliance with DOE regulations regarding cash management, ASU will provide Desert Financial with a fee template disclosure form (the "**Fee Disclosure Form**") consistent with DOE regulations and upon request, Desert Financial will complete the form and will provide ASU with such other information to make all necessary disclosures under DOE regulation in addition to those obligations set forth in Section 9.1. Desert Financial acknowledges and agrees that the information provided on the Fee Disclosure Form as well as this Agreement will be made available to the public, and consents to such disclosure to the public.

33. Tax Reporting Obligations.

33.1 In General. The Parties are responsible in full for their respective tax reporting and payment obligations of any and all kinds. Nothing contained in this Agreement will obligate one Party to be responsible for the other Party's tax obligations or to indemnify the other with respect to any tax obligation that may arise as a result of any payment or benefit received pursuant to this Agreement. No adverse tax determination nor any adverse resolution of a tax dispute will be cause to declare the Agreement in breach; nor will it relieve either Party of their respective obligations under this Agreement.

33.2 Qualified Sponsorship Payments. All Rights and Benefits provided by ASU to Desert Financial as set forth in Section 3 and Section 4 above and on **Exhibits A, K, and M** (and, for the purposes of clarification, not including those Rights and Benefits set forth in Section 5 above and on **Exhibit B**) will be reviewed and approved by ASU in order that ASU may assure itself that the portion of the Fees, and any other payments provided to ASU

hereunder, with respect to such Rights and Benefits may be reported as “qualified sponsorship payments” described in section 513(i) of the Code and the Regulations thereunder, and that the proposed recognition is in keeping with the professional image and reputation of collegiate sports for which ASU strives. Any “reasonable” approval by ASU will follow guidance under section 513(i) of the Code, including, but not limited to, the Regulations promulgated thereunder and applicable Internal Revenue Service rulings.

33.3 **Unrelated Business Income Tax.** Desert Financial acknowledges that a critical factor and inducement for ASU’s decision to enter into this Agreement is the desire, consistent with past experience, to continue to receive payments and revenue and to minimize the incurrence of any unrelated business taxable income (as defined in section 512(a) of the Code) and/or any tax on unrelated business taxable income assessable against ASU under section 511 of the Code, to the extent permitted pursuant to the applicable provisions of the Code. Any activity and/or other conduct by Desert Financial, except for conduct undertaken at the request or direction of ASU, that triggers or otherwise causes such payments and revenue to be taxable as unrelated business taxable income is inconsistent with the purpose of this Agreement and must be approved in advance by ASU. Desert Financial acknowledges and agrees that many of the Rights and Benefits set forth in Section 3 and Section 4 above and on **Exhibits A, K, and M** involve mere recognition of Desert Financial’s generosity and goodwill towards ASU and the naming rights for the Arena or other assets contemplated under the aforementioned Exhibits. Desert Financial further agrees to work closely with ASU to minimize the amount of unrelated business income tax generated in connection with the Rights and Benefits set forth in Section 3 and Section 4 above and on **Exhibits A, K, and M**. Notwithstanding the foregoing, this Section 33.3 will not be deemed to apply to (a) the Rights and Benefits set forth in Section 5 and on **Exhibit B**; (b) the portion of the Fees, or any other payments provided to ASU by Desert Financial therefor; or (c) any activity or other conduct by Desert Financial or ASU with respect thereto.

34. Insurance Requirements. Without limiting any liabilities or any other obligation of Desert Financial, Desert Financial will purchase and maintain (and cause its subcontractors to purchase and maintain) until all of their obligations have been discharged or satisfied, including any warranty periods under this Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Desert Financial, its agents, representatives, employees, or subcontractors as described on **Exhibit C**.

35. Construction. This Agreement, taken together with any exhibits or attachments annexed hereto, contains the complete statement of all of the arrangements and understandings between the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings between them, including without limitation the Original Agreement. The headings of the sections and paragraphs in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of the provisions to which they refer. Each Party to this Agreement represents that it is a sophisticated commercial Party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of this Agreement. No provision of this Agreement will be construed against or interpreted to the disadvantage of any Party by any court or judicial authority by reason of any Party having or being deemed to have drafted or dictated such provision. Wherever this Agreement provides for one Party hereto to provide approval or consent, such approval or consent will, except as may otherwise be specified herein, be given in such Party’s reasonable judgment and discretion.

36. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, INCLUDING LOST PROFITS REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO A PARTY’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY’S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY.

37. Force Majeure. Neither Party will be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from an Act of God, terrorism, civil disturbance, court order, natural disasters, wars, riots, actions by Federal, State, or local governments, applicable Federal, State or local law, delay in construction of

the Arena, or any other circumstances or causes beyond the reasonable control of such Party or its suppliers (each, a “Force Majeure Event”).

38. Severability. In the event any provision of this Agreement is found to be void or unenforceable, the remaining provisions will not be invalid and will continue in full force and effect, and this Agreement will be deemed amended by modifying such provision to the extent necessary to make it valid while preserving its intent or, if such a modification is not possible, substituting another valid provision so as to materially effectuate the Parties’ intent.

39. Confidentiality. A Party will not (nor will it permit or cause its employees or agents to) divulge, disseminate, or publicize information relating to this Agreement or the financial or other terms of this Agreement to any third party (other than their respective attorneys or accountants), without the proper written consent of the other Party or as may be required by law or to fulfill the terms of this Agreement. Desert Financial will not disclose any of ASU’s Intellectual Property (except for Non-Confidential ASU Intellectual Property) at any time. ASU, as a public institution, is subject to ARS §§39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.

40. Desert Financial/ASU Contact Information.

40.1 The Parties agree that all communications and notices hereunder will be in writing addressed to the Parties at the addresses set forth below, and will be: (a) personally delivered; (b) sent via email or other electronic means; or (c) sent by commercial overnight courier service. If personally delivered, each communication will be deemed delivered upon actual receipt; if sent by electronic transmission, each communication will be deemed delivered the next business day after transmission, and sender will bear the burden of proof of delivery; if sent by overnight courier, each communication will be deemed delivered upon receipt as evidenced in writing. Either Party may change its address for notice by giving notice thereof in accordance with this Section.

If to Desert Financial: Desert Financial Federal Credit Union
148 N. 48th Street
Phoenix, AZ 85034
Attn: General Counsel
Fax: 602.634.7108
Email: legal@desertfinancial.com

with a copy to: Squire Patton Boggs (US) LLP
1 East Washington Street, Suite 2700
Phoenix, AZ 85004
Attn: Brian Cabisanca
Fax: 602.253.8129
Email: brian.cabisanca@squirepb.com

If to ASU: Arizona State University
Purchasing and Business Services
PO Box 875212
Tempe, AZ 85287-5212
Attn: Asst. Vice President Supply Chain
Email: Jamon.Hill@asu.edu

with a copy to: Arizona State University
Office of General Counsel
PO Box 877405
Tempe, AZ 85287-7405
Fax: 480.965.0984
Email: OGCMail@asu.edu

40.2 Point of Contacts.

(a) General. The Parties will each name a point of contact (collectively, the “**Contact Persons**”) who will coordinate, handle, and supervise each Party’s performance of this Agreement. The Contact Persons will communicate with each other on a regular basis; provided, however, that each Contact Person may delegate, under his or her own discretion, the responsibilities and obligations of this Section 40.2 to other personnel. The Contact Persons will:

(i) participate in status calls at least monthly (or more frequently as the situation may require);

(ii) participate in quarterly business review meetings to discuss the Parties’ relationship and the progress of the activities and services to be provided under this Agreement; and

(iii) participate in annual executive review meetings to discuss the Parties’ relationship and the progress of the activities and services to be provided under this Agreement.

(b) Discussions Regarding New Future ASU Premises Opportunities. As part of the foregoing meetings, the Contact Persons will periodically discuss ASU’s publicly disclosed plans to develop new buildings and facilities on ASU’s Premises or to open new campuses or locations elsewhere both in Arizona and outside Arizona. The Contact Persons will discuss any need and/or desire to install an ATM or offer Retail Banking Services and Products in or near the new buildings and facilities.

(i) During the Term of this Agreement, if ASU opens a new campus or location in Arizona that provides in-person academic instruction to students (as defined below), ASU will offer Desert Financial the exclusive right to install ATM(s) or retail branches that provide Retail Banking Services and Products at such location, consistent with the exclusivity in Section 16.3. However, the Parties agree that any retail bank branch or ATM that existed in such new location prior to ASU’s ownership or acquisition, and that cannot be easily removed from such location, will not violate the exclusives granted in this Agreement so long as ASU does not affirmatively agree to renew or extend such retail branch or ATM. Desert Financial will ensure students at the new location or campus have adequate financial services, as reasonably determined by ASU, provided through the nearby Desert Financial branches, ATM network, and mobile banking options. If the on-campus student population at such new location exceeds 7,500 students during the Term of the Agreement, then Desert Financial will commit to providing such location or campus with reasonable ATMs and/or a Desert Financial Branch to serve the needs of the students, which may include new technology, remote tellers, and/or ATMs to deliver reasonable retail banking services, taking into the account the reasonable and necessary needs of the student population, as reasonably determined by ASU. At any time during the Term, while a new location’s student population is below 7,500 students, ASU may require Desert Financial to install ATMs at such new Arizona location to provide all reasonable retail banking services. In the event any such new ATM would require Desert Financial to exceed the number of ATMs agreed upon in Section 10.2 (as may be amended from time to time), ASU commits to fund at least 50% of the cost to install such excess ATMs, subject to Desert Financial sharing reasonable records with ASU documenting such costs and projected revenue resulting from such new presence at such new campus or location. ASU also reserves the right to negotiate the recoupment of the ATM installation costs through net profits realized from new presence at such new campus or location.

(ii) The Parties acknowledge that other than the general commitment to periodically discuss ASU’s publicly disclosed plans for future locations outside of Arizona set forth in Section 40.2(b), the exclusives granted in this Agreement do not relate to future ASU locations outside of Arizona.

40.3 Executive Escalation. The Parties will each name an executive escalation contact (collectively, the “**Executive Escalation Contacts**”). The initial Executive Escalation Contact for Desert Financial is: Cathy Graham, Executive Vice President. The initial Executive Escalation Contact for ASU is the Vice President of University Business Services. At any time, a Party may change its Executive Escalation Contact by providing written notice of such change to the other Party. If during the Term, a dispute arises between the Parties that is unable to be resolved by their Contact Persons, prior to initiating a claim pursuant to the Dispute Resolution Process, the Party seeking to

bring the claim will first provide written notice of such dispute to the other Party's Executive Escalation Contact. The Executive Escalation Contacts will meet and negotiate in good faith to attempt to find a mutually satisfactory resolution of the dispute. If the Executive Escalation Contacts are unable to resolve the dispute within ten (10) days of the written notice, to the agreement of both Parties, the Party who sent the notice may proceed with the Dispute Resolution Process.

41. Independent Legal Counsel and Review. Each Party represents and warrants that it had ample time to review this Agreement and have its legal counsel review this Agreement, and agrees to all of its terms.

42. Nondiscrimination. The Parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time.

43. Conflict of Interest. If within 3 years after the execution of this Agreement, Desert Financial hires as an employee, agent or consultant any representative of ASU who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in ARS § 38-511.

44. Dispute Resolution. Subject to Section 45 below, the Parties agree to utilize the contract claim or controversy process set forth in Section C Contract Claims and Controversies of the Arizona Board of Regents Policy 3-809 (the "Dispute Resolution Process"), if applicable.

45. Arbitration. As required by ARS § 12-1518, the Parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

46. Records. To the extent required by ARS § 35-214, Desert Financial will retain all records relating to this Agreement and will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the Term and for 5 years after the completion of this Agreement. The records will be provided to ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Desert Financial.

47. Failure of Legislature to appropriate. In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Desert Financial and cancel this Agreement without further obligation of ASU, except ASU will provide Desert Financial a pro rata refund for amounts prepaid by Desert Financial that are attributable to Rights and Benefits (including those identified in **Exhibit A** and **Exhibit B**), the Additional Rights and Benefits (including those identified in **Exhibit K**), or the benefits in **Exhibit D** or **Exhibit M** during the period after the cancellation date. Appropriation is a legislative act and is beyond the control of ASU.

48. Responsibility. Each Party is responsible for the negligent or willful acts or omissions of its employees, contractors, and subcontractors when acting under such Party's direction and supervision. In the event either party commences an action to enforce this Agreement, the prevailing party will be entitled to its reasonable attorneys fees and costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of this Agreement or any other document: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third Parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in PUR 202-01. Desert Financial accepts complete responsibility for the acts and omissions of the Desert Financial Parties it hires, engages, or contracts with to perform or assist in the performance or exercise of Desert Financial's Rights and Benefits such that any such acts and omissions will be deemed to be the acts and omissions of Desert Financial. Upon written request from ASU, Desert Financial will provide ASU with a written list of any and all Desert Financial Parties it hires, engages, or contracts with to perform or assist in the performance or exercise of Desert Financial's Rights and Benefits or Additional Rights and Benefits, or that otherwise have access to or use of any ASU Data at any time.

49. Title IX Obligation. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. ASU's

Title IX Statement is located at <https://www.asu.edu/titleIX/> and ASU's Title IX guidance is available online at <https://cfo.asu.edu/titleIX>. Desert Financial will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors reasonably expected to interact with ASU's students or employees, in person or online; and (iii) ensure that all Desert Financial Parties comply with ASU's Title IX Guidance.

50. Americans with Disabilities Act and Rehabilitation Act. Desert Financial will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time ("ADA Laws"). All electronic and information technology and products and services to be used by ASU Employees, Students, program participants, or other ASU constituencies must be compliant with the ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

51. Weapons, Explosives, and Fireworks. ASU's Weapons, Explosives, and Fireworks Policy prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by ASU's Police Chief or a designated representative. Desert Financial will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of Desert Financial of this policy, and Desert Financial will enforce this policy against all such persons and entities.

52. Tobacco-Free University. ASU is tobacco-free. For details visit <https://wellness.asu.edu/explore-wellness/body/alcohol-and-drugs/tobacco>.

53. Assignment. Desert Financial may not transfer or assign this Agreement or any of Desert Financial's rights or obligations hereunder, either directly or indirectly, or by operation of law, without ASU's prior written consent (which will not be unreasonably withheld provided that any assignee of Desert Financial agrees to assume all obligations of Desert Financial hereunder), and any attempt to the contrary will be void.

54. Governing Law and Venue. This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each Party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

55. Operational Guidelines. Desert Financial will during the term of this Agreement comply with the operational guidelines set forth in **Exhibit J**.

56. Parking. Desert Financial must obtain all parking permits and/or decals required while performing any work on ASU Premises. Desert Financial will contact ASU Parking and Transit to obtain such parking permits and/or decals.

57. Campus Deliveries and Mall Access. Desert Financial will familiarize itself with ASU's parking requirements, campus delivery options, and loading zones. Not all ASU campus buildings are directly accessible and some require Desert Financial to unload at lots or loading areas that may not be adjacent to the delivery or work location. As a result, Desert Financial will then transport its goods, products, and/or equipment by using electric style golf carts, dolly, or other manual device(s) across pedestrian malls. Many campuses include features and pedestrian malls that may have limited access for Desert Financial vehicle and carts. Walk-only zones prohibit access to all wheeled traffic during enforcement times, and deliveries or work requiring vehicular or cart access may need to be arranged outside of enforcement times.

58. Background Checks. Desert Financial will exclude from any direct participation in Desert Financial's performance under the Agreement, any unqualified persons. In addition, at the request of ASU, Desert Financial will,

at Desert Financial's expense, conduct reference checks and employment, education, SSN trace, National Sex Offender Registry, and criminal history record checks (collectively, "Screenings") for any Desert Financial Parties employed or contracted by Desert Financial to perform work or services under this Agreement. Desert Financial will maintain as part of the records it is required to maintain hereunder, all Screening information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Desert Financial will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

59. No Boycott of Goods or Services from Israel. If the services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least one hundred thousand dollars (\$100,000.00) and Desert Financial is engaged in for-profit activity and has ten (10) or more full-time employees, then, to the extent required by ARS § 35393.01, Desert Financial certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

60. No Forced Labor of Ethnic Uyghurs. To the extent required by A.R.S. § 35-394, Desert Financial certifies it is not currently, and during the term of this Agreement will not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China; (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Desert Financial becomes aware during the term of the agreement that it is not in compliance with this written certification, it will notify ASU within five (5) business days of becoming aware of the noncompliance.

61. Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance. Desert Financial warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Desert Financial's work under the Agreement, Desert Financial will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Agreement.

62. Export Controls. If any of the services are export-controlled under the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, or through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws), Desert Financial will provide ASU with written notification that identifies the export-controlled services and such services export classification. None of the work undertaken pursuant to the Agreement will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.

63. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Desert Financial will not require any Students or ASU Employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any services, and any attempt to do so will be void. Desert Financial will comply with FERPA and will not access or make any disclosures of Student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If the Agreement requires or permits Desert Financial to access or release any Student records, then, for purposes of the Agreement only, ASU designates Desert Financial as a "school official" for ASU under FERPA, as that term is used in FERPA. In addition, any access or disclosures of Student educational records made by Desert Financial or any Desert Financial Parties must comply with ASU's definition of legitimate educational purpose in SSM 107-01: Release of Student Information, at <http://asu.edu/aad/manuals/ssm/ssm107-01.html>. If Desert Financial violates the terms of this section, Desert Financial will immediately provide notice of the violation to ASU.

64. Definitions. As used in this Agreement, the following terms, when capitalized, will have the following meanings:

“**2023 Fiscal Year**” means the financial year of ASU beginning on June 1, 2023 and ending on May 31, 2024.

“**ADA Laws**” has the meaning set forth in Section 50.

“**Advertisement**” means any advertisement, spot, banner, signage, video, commercial, or other similar notice designed to attract public attention, whether in-person, on-line, by radio, or by television or any other common mode of distribution.

“**Affinity Groups**” means Students, ASU Employees, alumni, and ASU Community Members.

“**Affinity Program**” will refer to those Retail Banking Services and Products approved by ASU to be marketed in conjunction with ASU’s Marks.

“**Agreement**” has the meaning set forth in the introductory paragraph.

“**Arena Logo**” means any logo(s) unique to/for the Arena that have been adopted and approved for use by ASU and Desert Financial in writing from time to time.

“**Arena**” has the meaning set forth in the recitals.

“**Arena Marks**” means the Arena Name (as hereinafter defined) and each Arena Logo.

“**Arena Name**” means the word mark “Desert Financial Arena” which is the official name by which the Arena will be known, or any other word mark mutually agreed to by the Parties, and any stylized version of such word mark.

“**ASU**” has the meaning set forth in the introductory paragraph.

“**ASU Account**” means any checking account opened by an Affinity Group member on or after the Effective Date for which the Affinity Group member selects an ASU affinity debit card.

“**ASU Athletics**” means the internal ASU department that is charged with managing and operating ASU’s Teams and athletic facilities. ASU Athletics is not an ASU Component Unit as defined below.

“**ASU Component Unit**” has the meaning set forth in ASU’s Comprehensive Annual Financial Reports (Note B to Financial Statements).

“**ASU Community Members**” has the meaning given that term in Section 9.1(a)(iv).

“**ASU Default**” has the meaning set forth in Section 24.3.

“**ASU Data**” means any data or information that ASU provides to Desert Financial, other than Work Product, which will be subject to the terms, conditions and restrictions otherwise set forth in this Agreement, including in Section 21 above.

“**ASU Employees**” is defined as any management, faculty, staff, Student employees or other persons employed by ASU.

“**ASU Marks**” means any names, service marks, trademarks, trade names, logos, images, or other identifying names, domain names, or identifying marks of ASU, including without limitation the Team Marks.

“**ASU Parties**” means ASU and any of its owners, officers, directors, managers, agents, and employees.

“**ASU’s Premises**” or “**ASU Premises**” means all existing and future buildings and real property owned, leased, controlled, or operated by ASU within the areas described or depicted in **Exhibit H**. Notwithstanding the foregoing, ASU’s Premises will not include the following: (i) buildings or real property leased or subleased by ASU to a third-party for commercial business purposes unrelated to ASU’s mission; (ii) Mullett Arena; and (iii) all parts of the ASU Athletic Facilities District, as amended from time to time, established pursuant to A.R.S. § 48-4201, et seq., and Maricopa County Resolution C-20-12-017-M-00, as such Resolution may be amended from time to time, except those buildings and grounds located therein that are operated by ASU for ASU student athletics programs or other purposes related to ASU’s mission.

“**ATM**” means automated teller machines.

“**ATM Surcharge Revenue**” means the net fees that each customer is charged for using a Desert Financial ATM on ASU’s Premises to withdraw cash from such customer’s account.

“**Cash Management Regulations**” means those Program Integrity and Improvement regulations promulgated by the U.S. Department of Education amending 34 CFR Part 668, as published in the Federal Register at Vol. 80, No. 210, which regulations are effective July 1, 2016.

“**Co-Branded Gift Cards**” means a gift card pairing one or more ASU Marks and the trademark(s) and/or brand of a third-party

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Competitor**” means a third-party that offers Retail Banking Services and Products to consumers.

“**Contact Persons**” has the meaning set forth in Section 40.2.

“**Desert Financial**” has the meaning set forth in the introductory paragraph.

“**Desert Financial Branch**” means the Desert Financial retail banking locations on ASU’s Premises.

“**Desert Financial Data**” means all data and information that Desert Financial provides to ASU, which will be subject to the terms, conditions and restrictions otherwise set forth in this Agreement.

“**Desert Financial Default**” has the meaning set forth in Section 24.1.

“**Desert Financial Marks**” means any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of Desert Financial.

“**Desert Financial Parties**” means Desert Financial and any of its officers, directors, managers, agents, employees, contractors, subcontractors, processors, and subprocessors.

“**Dispute Resolution**” has the meaning set forth in Section 44.

“**Dual Purpose Cards**” means personal debit cards with an ASU Mark that can be used as both a debit card and a student identification card.

“**Effective Date**” has the meaning set forth in the introductory paragraph Agreement.

“**Fees**” has the meaning set forth in Section 17.

“**Fiscal Quarter**” means the four (4) quarters corresponding to the Fiscal Year commencing on June 1, September 1, December 1 and February 1 of each Fiscal Year.

“**Fiscal Quarter Q1**” means the corresponding first quarter of the corresponding Fiscal Year commencing June 1 and ending August 30.

“**Fiscal Year**” means the financial year of ASU beginning on June 1 and ending on May 31 of each year.

“**Force Majeure Event**” has the meaning set forth in Section 37.

“**Guidelines**” has the meaning set forth in Section 19.4.

“**Intellectual Property**” means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing.

“**Interchange Revenue**” means the actual net revenue received or collected by Desert Financial for transactions fees charged to merchants for the use of debit and credit cards by a member of the Affinity Group.

“**Mark**” means any trademark, trade name, trade dress, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design used and protected in the United States.

“**NCAA**” means the National Collegiate Athletic Conference.

“**NCAA Documents**” means the Constitution and Bylaws and all other rules and regulations of the NCAA and the Pac-12 as they presently exist and as they may, from time to time, be amended; (ii) the terms of any existing or future contracts or agreement entered into by the NCAA, the Pac-12 or a related entity for the telecasting or radio broadcasting of games; and (iii) any rule or regulation of the NCAA or Pac-12, or any agreement to which the NCAA or Pac-12 is a party which restricts the visibility of signage within home games that are televised nationally.

“**New Member**” has the meaning given that term in **Exhibit L**.

“**Non-Confidential ASU Intellectual Property**” has the meaning set forth in Section 20.2.

“**Pac-12**” means the Pac-12 Conference, a collegiate athletic conference operating in the Western United States.

“**Party**” has the meaning set forth in the introductory paragraph.

“**Parties**” has the meaning set forth in the introductory paragraph.

“**Promotional Merchandise**” means licensed merchandise, manufactured by one of ASU’s then-licensed vendors pursuant to a license Agreement between ASU and that vendor, that incorporates the Arena Name and/or one or more Arena Logos thereon for purposes of promoting the Arena and its Events, including, for example, novelties, souvenirs, gifts, clothing, hats, video tapes, computer and video games, multimedia productions, CDs, DVDs, computer software, and sporting equipment.

“**Regulations**” means the United States Treasury Regulations promulgated under the Code, as such regulations may be amended from time to time.

“**Retail Banking Services and Products**” means retail banking or financial services and products offered by financial institutions to retail consumers, including debit cards, deposit accounts (including but not limited to

savings, checking, money market or time deposit accounts), personal lending, investment products and services, and credit cards.

“**Rights and Benefits**” has the meaning set forth in Section 2.

“**Solicitations**” means a specific direct-to-consumer offer or solicitation by a Competitor to acquire or activate one or more Retail Banking Services and Products, which is more than simply a reference to a homepage URL on a website that identifies one or more Retail Banking Services and Products or identifies one or more Marks of a Competitor.

“**SOW**” has the meaning set forth in Section 8.

“**Student**” or “**student**” means any actively enrolled full-time or part-time degree seeking student, including on-campus and online.

“**Student Checking Account**” means any checking account opened by a Student on or after the Effective Date for which the Student selects an ASU affinity debit card. An account shall no longer be classified as a Student Checking Account when the person who opened the account ceases being a Student.

“**Team**” has the meaning set forth in the recitals.

“**Team Marks**” means any Mark now or in the future owned, licensed, or otherwise controlled by ASU, used in connection with any Team.

“**Work Product**” has the meaning set forth in Section 20.1.

THE PARTIES AGREE THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS TERMS AND PROVISIONS.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below:

THE ARIZONA BOARD OF REGENTS, for and on behalf of ARIZONA STATE UNIVERSITY

DESERT FINANCIAL CREDIT UNION

By: *Nichol Luoma*

By: *Jeffrey D Meshey*
Jeffrey D Meshey (Apr 10, 2023 18:15 PDT)

Print Name: Nichol Luoma


Print Name: Jeffrey D Meshey

Title: Vice President, University Business Services

Title: President & CEO

Date: 04/10/2023

Date: 04/10/2023

By: 
Morgan Olsen (Apr 10, 2023 19:54 PDT)

Print Name: Morgan Olsen

Title: Executive VP, Treasurer, & CFO

Date: 04/10/2023

EXHIBIT A

Desert Financial Sponsorship Assets

Complimentary Tickets

- Eight (8) lower level season tickets for Sun Devil Men's Basketball
- Eight (8) passes to the Sun Devil Club Hospitality suite, open pre-game and at halftime
- Up to 20 additional tickets per home game for Sun Devil Men's Basketball (subject to availability, 48 hr. notice minimum, additional notice required for Arizona game)
- Four (4) men's basketball season parking passes
- Eight (8) reserved season tickets for Sun Devil Women's Basketball
- Four (4) floor seat season tickets for Sun Devil Volleyball
- Four (4) General Admission season tickets for Sun Devil Wrestling
- Four (4) General Admission seasons tickets for Sun Devil Gymnastics
- Up to (25) tickets per season for any ticketed regular season non-arena home athletic event (subject to availability, 48 hr. notice minimum)

Complimentary Arena Usage

- Complimentary use of the Arena as stipulated in Section 5 of the Agreement.

Events

- Invitation to Sun Devil athletics donor and season ticket holder hospitality events
- Sparky appearance at two local corporate events per year, subject to availability, non-game day only
- One Coach appearance or speaking engagement per calendar year on a mutually agreed upon date
- Right of first refusal to purchase tickets to non-ASU hosted events held at the arena (i.e. Pac-12 Championships, NCAA events, concerts)

Static Signage

- Exterior building signage above east, west and south entrances
- Logo placement on center hung scoreboard
- One (of two) upper level backlit sign
- Logo placement on the court – Sticker first year assuming it does not impact player safety. Logo will be painted on court starting in year two
- Logo placement on all Arena entry doors as may be requested by Desert Financial (up to 24 total doors)

Digital Promotion

- Pre-game Digital Courtside and Center hung LED Ribbon
- One (1) real time minutes of exposure, every home game
- In-game Digital Courtside and Center hung LED Ribbon
- Two (2) real time minutes of exposure, one (1) per half, every home game
- In-Game Promotion
- One game entitlement per season for men's and women's basketball

- One (1) :30 second video board feature on all three (3) videoboards with LED Ribbon Board and PA Support, every men's and women's basketball home game
- Mutually agreed upon game achievement (Fast Break of the Game, Dunk of the Game, etc.)
- Opportunity to have a display on the concourse for two men's basketball and two women's basketball games per season
- Opportunity for a branded fan giveaway
- Two (2) replay logos per game for all home men's and women's basketball games

Digital

- Banner ads on thesundevils.com
- Name and photo recognition on Facilities page (www.thesundevils.com/facilities)
- Social media exposure during the volleyball, men's and women's basketball, gymnastics and wrestling seasons: Facebook, Twitter, Instagram
- Social media cross-posting to highlight shared values content: Facebook, Twitter, Instagram
- Sun Devil Rewards mobile app banner ads, email, sponsored push notifications and rewards sponsorship (option)
- Brand exposure on alumni website and emails

Men's and Women's Basketball Radio (All regular season broadcasts)

- One (1) Pre-game Show :30 commercial spot, Network
- Two (2) In-game :30 commercials spots, one (1) per half Network
- One (1) In-game feature entitlement with live mention, Network
- One (1) Post-game Show :30 commercial spot, Network

Name Exposure for Non-athletic events held at the Arena, which may include:

- Certain Fall and Spring ASU Graduation ceremonies
- Certain High School Graduation ceremonies
- NCAA Basketball and Volleyball Championships
- Occasionally:
 - Pac-12 Wrestling Championships
 - NCAA Women's Basketball 1st and 2nd Rounds (bids are submitted annually for that season's event)
 - Phoenix Mercury playoffs (based on lack of availability at Talking Stick Resort, hosted one game each last two years)

Internships and work/Study

- ASU to assist in identifying interns for Desert Financial's internship program
- ASU to assign student workers to Desert Financial's marketing team

Other

- If construction occurs within the contract time, inclusion on construction signage and materials

- ASU will provide a mutually agreed senior level ASU Employee as demonstrated at www.asu.edu/about/leadership, or ASU Team coach to appear as a speaker at one Desert Financial event annually.

EXHIBIT B

Analytical, Research and Consulting Services Statement of Work – through September 30, 2023

Analytical Support

- Data analytics leading to actionable member and marketing insights
- Predictive model development for member and marketing actions
- Digital asset analysis and user satisfaction (web, social)

Research

- Longitudinal brand tracker of:
 - Current members
 - Prospective members
 - Competitive banks
- Message and content testing

Brand Management Consulting Support

- Brand positioning and alignment
- Creative services
- Product marketing (not ASU channels)

Exhibit C

Insurance Requirements

Without limiting any liabilities or any other obligation of Desert Financial, Desert Financial will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under the Agreement, insurance against claims that may arise from or in connection with the performance of the work hereunder by Desert Financial, its agents, representatives, employees or subcontractors, as described below.

These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. ASU does not warrant that these minimum limits are sufficient to protect Desert Financial from liabilities that might arise out of the performance of the work under the Agreement by Desert Financial, its agents, representatives, employees, or subcontractors. These insurance requirements may change if Desert Financial is a foreign entity, or with foreign insurance coverage.

A. Minimum Scope and Limits of Insurance: Desert Financial’s insurance coverage will be primary insurance with respect to all other available sources. Desert Financial will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy will include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Contractual Liability	\$1,000,000
• Each Occurrence	\$ 1,000,000

a. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Desert Financial.”

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Desert Financial.

2. Automobile Liability. If Desert Financial will be driving on ASU’s Premises or on ASU business the following section will apply: Policy will include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of the Agreement in the following amounts. If Desert Financial is not an individual then coverage will be a combined single limit of \$1,000,000. If Desert Financial is an individual then coverage will be \$100,000 per person, \$300,000 per accident, and \$50,000 property damage.

a. Policy will include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Desert Financial, involving vehicles owned, leased, hired, or borrowed by Desert Financial.”

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Desert Financial.

c. Policy will contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability. Applicable statutory limits, as amended from time to time.

a. Employer's Liability in the amount of \$1,000,000 injury and disease.

b. Policy will contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, for losses arising from work performed by or on behalf of Desert Financial.

c. This requirement will not apply to any contractor or subcontractor exempt under ARS § 23-901, when such contractor or subcontractor signs the [Sole Proprietor Waiver Form](#).

4. Technology/Network Errors and Omissions Insurance. The terms of this section apply if: 1) ASU is purchasing or leasing software, or processing a software renewal; 2) Desert Financial is creating any code for ASU; 3) Desert Financial receives, stores, or analyzes ASU Data (including if the data is not online); 4) Desert Financial is hosting, or managing by infrastructure outside of ASU, including in the cloud, ASU Data; OR 5) ASU is purchasing or leasing equipment that will connect to ASU's data network.

- Each Claim **\$5,000,000**

a. This insurance will cover Desert Financial's liability for acts, errors and omissions arising out of Desert Financial's operations or services, including loss arising from unauthorized access, or use that results in identity theft or fraud.

b. If the liability insurance required by the Agreement is written on a claims-made basis, Desert Financial warrants that any retroactive date under the policy will precede the effective date of the Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under the Agreement is completed.

c. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

5. Professional Liability (Errors and Omissions Liability). If the Desert Financial will provide ASU Services under the Agreement, the Policy will include professional liability coverage as follows:

- Each Claim **\$1,000,000**
- Annual Aggregate **\$2,000,000**

a. If the professional liability insurance required by the Agreement is written on a claims-made basis, Desert Financial warrants that any retroactive date under the policy will precede the effective date of the Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for 2 years beginning at the time work under the Agreement is completed.

b. Policy will cover professional misconduct for those positions defined in the scope of work of the Agreement.

B. Cancellation; Material Changes: Cancellation notices will be delivered to ASU in accordance with all policy provisions. Notices required in this Section must be sent directly to ASU Purchasing and Business Services, email Insurance.certificates@asu.edu or mail to PO Box 875212, Tempe, AZ, 85287-5212.

C. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. ASU in no way warrants that the above required minimum insurer rating is sufficient to protect Desert Financial from potential insurer insolvency. Self-Insurance may be accepted in lieu of or in combination with insurance coverage requested.

D. Verification of Coverage: Each insurance policy required by the Agreement must be in effect at or prior to commencement of work under the Agreement and remain in effect for the term of the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.

If requested by ASU, Desert Financial will furnish ASU with valid certificates of insurance. ASU's project or purchase order number and project description will be noted on each certificate of insurance. The State of Arizona and ASU may require complete, certified copies of policies at the time of notice of any loss or claim.

E. Subcontractors. Desert Financial's certificate(s) may include all subcontractors as insureds under its policies as required by the Agreement, or Desert Financial will furnish to ASU upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

F. Approval. These insurance requirements are the standard insurance requirements of ASU. Any modification or variation from the insurance requirements in the Agreement will require the approval of ASU's Department of Risk and Emergency Management.

Exhibit D
Marketing Plan
(attached separately)

Exhibit E

Schedule of Removal of MidFirst Bank ATMs

Removal Month	Location/Building	Campus
February	ASU - Sun Devil Stadium - sec 18	Tempe
February	ASU - Sun Devil Stadium - Sec 5/6	Tempe
February	ASU - Sun Devil Stadium - section 9/10	Tempe
February	ASU - Sun Devil Stadium - Sec 29	Tempe
February	ASU - Sun Devil Stadium - ADA level South endzone	Tempe
February	ASU - Sun Devil Stadium - Sec 303	Tempe
February	ASU - Sun Devil Stadium SE Gate	Tempe
February	ASU - Sun Devil Stadium Sec 214 - Team shop	Tempe
February	ASU - Sun Devil Stadium - Ticketing	Tempe
February	ASU - Soccer Stadium	Tempe
March	ASU - Student Services Building	Tempe
March	ASU - Wells Fargo Arena East Entrance	Tempe
March	ASU - Farmer Education	Tempe
March	ASU - Student Services - North Entrance	Tempe
March	ASU - Wells Fargo Arena - West	Tempe
March	ASU - Softball Stadium	Tempe
March	ASU - Baseball Stadium left field	Tempe
March	ASU - Baseball Field / right field	Tempe
March	ASU - Hayden Library	West
March	ASU - Mercado Building C	Downtown
March	ASU - Cronkite Building	Downtown
April	ASU - Best Hall Lobby	Tempe
April	ASU - University Services Building	Tempe
April	ASU - Fletcher Library	Tempe
April	ASU - UPS store @ Hassayampa	Tempe
April	ASU - Downtown D-411 Building	Downtown
April	ASU - Bateman Breezeway	Tempe
May	ASU - Noble Library	Tempe
May	ASU - MU - Basement Pool hall	Tempe
May	ASU - Westside Cafeteria	West
May	ASU - Polycampus Student Union	Poly
May	ASU - Sonora Hall	Tempe
May	ASU - Palo Verde East	Tempe
May	ASU - Student Rec Center	Tempe
May	ASU - Coor Hall	Tempe
June	ASU - MU - Chick-fil-a	Tempe
June	ASU - Hassayampa - Mohave Hall A	Tempe
June	ASU - Ucent Banking Center - outside	Downtown
Ninety (90) days from Agreement Effective Date	ASU - Campus Bookstore	Tempe

Ninety (90) days from Agreement Effective Date	ASU - Memorial Union study lounge	Tempe
TBD	ASU - San Pablo Hall	Tempe
TBD	ASU - The Hassayampa Subway	Tempe
TBD	ASU - University Towers	Tempe
TBD	ASU - Ucent Bookstore	Downtown

Schedule of Installation of Desert Financial ATMs

Wave	Installation Month	ATM Name/Location	Campus	ASU Name/Location
1	Jul 2023	ASU Tempe Memorial Union	Tempe	Memorial Union study lounge
1	Jul 2023	ASU Downtown Branch	Downtown	Ucent
2	Aug 2023	ASU Tempe Bookstore	Tempe	Campus Bookstore
2	Jul 2023	ASU Polytech	Polytech	TBD
2	Jul 2023	ASU West	West	TBD
3*	TBD	ASU Tempe DFCU Financial Arena	Tempe	Veterans Way/Manzy
3*	TBD	ASU Welcome Center (Option A)	Tempe	CAVC
3*	TBD	ASU San Pablo	Tempe	Veterans Way/Manzy
3*	TBD	ASU Palo Verde Area	Tempe	PVEast
4*	TBD	ASU Orange Mall Breezeway	Tempe	Orange Mall/MU Stage
4*	TBD	ASU Lemon & Paseo	Tempe	Hassayampa
4*	TBD	ASU Forest Mall + Tyler Mall Walk Ways	Tempe	Forest Mall/Matthews Hall
4*	TBD	ASU Gammage	Tempe	Gammage
4*	TBD	TBD	Tempe	TBD
5*	2024 - TBD	ASU Student Services	Tempe	SSV Building
5*	2024 - TBD	ASU Downtown- Location #2	Downtown	TBD

*Locations for Wave 3 through Wave 5 are proposed locations only and are subject to change upon mutual agreement.

Exhibit F
Form of Lease Agreements
(attached separately)

Exhibit G

Payments

Royalty Payment Terms

Desert Financial will pay to ASU:

- (1) Twenty dollars (\$20.00) for each new ASU Student Checking Account that is opened after the Effective Date through the first anniversary of the account opening date.
- (2) Five dollars (\$5.00) for each new ASU Student Checking Account for all periods following the first anniversary of the account opening date until the termination of this Agreement.
- (3) Twenty dollars (\$20.00) for each new non-student (e.g. ASU employees, Alumni, etc.) ASU Account that is opened after the Effective Date through the first anniversary of the account opening date.
- (4) Seven dollars and fifty cents (\$7.50) for each new non-student ASU Account for all periods following the first anniversary of the account opening date until the third anniversary of the account opening date.
- (5) Five dollars (\$5.00) for each converted ASU Account for all periods following the first anniversary of the account opening date until the third anniversary of the account opening date.
- (6) Twenty-one and one-half percent (21.5%) of Interchange Revenue from new ASU Accounts joining after the Effective Date.
- (7) Five Cents (\$0.05) for each Student Checking Account debit card transaction from new Student members joining after the Effective Date.
- (8) Twelve Cents (\$0.12) for each non-student ASU Account debit card transaction from new members joining after the Effective Date.
- (9) Fifty percent (50%) of the ATM Surcharge Revenue.

The selection of an ASU affinity debit card attached to a checking account and the initial membership date will determine if an account qualifies as a new or converted affinity account in calculating the above royalty payments.

Sun Devil Athletics (“SDA”) Assets; Analytical Research & Consulting Services; & Other Marketing Assets

Fee Schedule

	SDA Base Assets (including Exhibit A)	SDA Exhibit K Assets	Analytical Research & Consulting Services	Other Misc. Marketing Assets	Invoice Date	Payment Date
Year 1 (2023-2024)	\$1,200,000	\$225,000	\$275,000	\$25,000	July 1, 2023	August 1, 2023

Year 2 (2024-2025)	\$1,475,000*	\$231,750		\$25,000	July 1, 2024	August 1, 2024
Year 3 (2025-2026)	\$1,475,000*	\$238,703		\$25,000	July 1, 2025	August 1, 2025
Year 4 (2026-2027)	\$1,475,000*	\$245,864		\$25,000	July 1, 2026	August 1, 2026
Year 5 (2027-2028)	\$1,475,000*	\$253,240		\$25,000	July 1, 2027	August 1, 2027
Year 6 (2028-2029)	\$1,475,000*			\$25,000	July 1, 2028	August 1, 2028
Year 7 (2029-2030)	\$1,475,000*			\$25,000	July 1, 2029	August 1, 2029
Year 8 (2030-2031)	\$1,475,000*			\$25,000	July 1, 2030	August 1, 2030
Year 9 (2031-2032)	\$1,475,000*			\$25,000	July 1, 2031	August 1, 2031
Year 10 (2032-2033)	\$1,475,000*			\$25,000	July 1, 2032	August 1, 2032

* Upon conclusion of the services contemplated by Section 8 of the Agreement, Desert Financial will continue to pay the same fees as previously paid to ASU for such services and for those mutually agreed upon additional assets, rights, and/or benefits listed in Exhibit M. For the avoidance of doubt, such additional assets, rights, and/or benefits in Exhibit M as provided to Desert Financial will represent \$275,000 of the incremental value attributed to those services as contemplated by Section 8. If the parties cannot mutually agree to the additional assets, rights, and/or benefits to be incorporated in Exhibit M by Year 2, either party may terminate the obligations set forth in this paragraph, which shall include a reduction in the “SDA Base Assets (including Exhibit A)” Fees for Years 2 through 10 in the amount of \$275,000 per Year.

Exhibit H
ASU's Premises
(attached separately)

Exhibit I

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Exhibit J

Additional Desert Financial Requirements

In addition to the obligations and requirements of the Agreement, Desert Financial shall maintain the following minimum requirements during the term of the Agreement:

1. Must be nationally or Arizona chartered, approved by the Arizona Department of Financial Institutions to conduct business in the State of Arizona, member of the National Credit Union Administration Share Insurance Fund, and have immediate access to the Federal Reserve wire transfer system.
2. Must conform at all times to the provisions of Arizona State Statute 35-312 relating to the collateralization of public funds, as modified by the universities to be more restrictive.
3. Must have and maintain minimum insurance coverage on deposits as specified by the FDIC or NCUA.
4. Provide a banking solution that enables Students, ASU Employees, and customers of the Affinity Program to establish and maintain free checking and savings accounts.
5. Students will not incur any additional costs beyond normal ID card fees.
6. Cash, or accept deposits, checks drawn on an overseas bank, in either U.S. funds for other foreign currency in accordance with industry standard practices
7. Provide the following account related abilities:
 - a. Free check cashing services for accountholders
 - b. Customary debit card services
 - c. No minimum balance or minimum activity requirements for ASU Accounts
 - d. Wide access to ATMs both locally and domestically, including access to a nationwide network of 30,000 surcharge-free ATMs
 - e. Refund fees charged by other institutions' ATMs on ASU Accounts (up to \$50 annually)
 - f. Domestic and international wire transfer capabilities
 - g. Secure online services for the management of accounts
 - h. Peer-to-peer and contactless payment options, including but not limited to Zelle, Venmo, Cash App, Apple Pay, and Google Pay
 - i. Google Pay, Apple Pay, and Samsung Pay wallets will be available via the digital wallet capability
 - j. Mobile banking application available on both ios and Android platforms
 - k. Ability to maintain account privileges if or when the relationship between ASU and Desert Financial is terminated

- l. Industry standard controls for monitoring and preventing fraudulent card activity
 - m. EMV chips (or better technology) on credit and debit cards to safeguard against fraudulent activities
 - n. Outgoing wire transfers accepted Monday through Saturday and processed the same day if placed before 1:00 p.m. Arizona Time. Outgoing wire transfer requests received after 1:00 p.m. will be processed the following business day.
 - o. Online and mobile banking services that provide industry standard functionality
8. Account Management
- a. General account management support during the university's normal operating hours, Monday through Friday, 8:00 a.m. - 5:00 p.m. Arizona time.
 - b. 24/7 customer support to checking, savings, and card account holders for the maintenance of accounts, reporting of fraudulent activity, etc.
9. ATM Capabilities and Support
- a. ATMs provided by Desert Financial must be capable of accepting EMV "chip" cards
 - b. ATMs will be capable of communicating in multiple languages to include, but is not limit to, English and Spanish
 - c. All ATMs will be capable of providing cash withdrawal, credit card advances, transfer, and balance inquiry services
 - d. ATMs will maintain a 99% service availability
 - e. Desert Financial will display a toll-free phone number on all ATMs for asking questions, reporting problems, or to make complaints regarding the use or malfunction of the ATM. All such complaints shall be investigated, and resolved within five (5) calendar days.
10. Information Security Compliance
- a. Desert Financial will comply with the Vendor Relationship Information criteria established at <https://getprotected.asu.edu/policy-compliance/vendor-relationship>

Exhibit K

Additional Assets

Desert Financial Credit Union will receive:

All Sport – Digital

- Four (4) dedicated emails
 - One (1) during the summer, one (1) during the fall semester and two (2) during the spring semester
 - Approximately 175,000 email addresses
- Devils Insider E-Newsletter
 - One (1) Ad Inclusion in eight (8) e-newsletters
 - Approximately 175,000 email addresses
- Digital Fan Guides
 - One (1) full page ad with URL link in the following:
 - Football fan guide
 - Men’s & Women’s Basketball fan guide
 - Baseball fan guide
 - Sent to all season ticket holders of each sport and hosted on thesundevils.com
- Sun Devil Athletics Gameday app
 - Run of App Site banner ads
 - Opportunity to provide one (1) promotional offer for the following:
 - Football & season
 - Men’s & Women’s Basketball season
 - Baseball & Softball season
 - Currently 15,923 users, totaling 142,895 sessions, and 267,627 pageviews since August 2022

All Sport – Social Media

- Three (3) Social Media Content Series Sponsorship
 - One (1) during fall sports, one (1) during winter sports and one (1) during spring sports
 - Minimum eight (8) posts each series
 - Sun Devil Athletics main social channels and sport specific social channels

All Sport – Official Sun Devil Athletics Website – Desktop & Mobile

- thesundevils.com
 - Entitlement Sponsorship – Video Player “Watch Videos”
 - Includes logo with clickable URL link
- thesundevils.com
 - Run of Site Banner ads
 - Minimum of 1,000,000 impressions

Exhibit L

Milestone Bonus Payments

“New Members” is defined as persons who (i) became Desert Financial members after the Effective Date; (ii) had an account that was active for at least ninety (90) days; and (iii) had established an ASU co-branded debit card associated with an account. Converted accounts (existing Desert Financial members who elect to switch to an ASU co-branded card) will not count toward the Milestone Bonus thresholds. If the number of New Members reaches the following thresholds, Desert Financial will pay ASU the following “Milestone Bonus” at the end of years five (5) and ten (10) of this Agreement.

	Year 5	Year 10	Payment Amount
100% bonus payout threshold	38,500 New Members	66,000 New Members	\$500,000
75% bonus payout threshold	35,250 New Members	60,500 New Members	\$375,000
50% bonus payout threshold	33,000 New Members	55,000 New Members	\$250,000

If by the end of year 3 New Member acquisition is not trending toward achieving the Year 5 New Member 50% Milestone Bonus payout threshold, the Parties will work together to create and execute a mitigation plan to increase New Member acquisitions.

Exhibit M

Additional SDA Base Assets

As described in Exhibit G, upon conclusion of the services contemplated by Section 8 of the Agreement, the Parties will amend this Exhibit M to provide for additional assets, rights, and/or benefits to be provided to Desert Financial, and such additional assets, rights, and/or benefits shall replace the current \$275,000 value of services contemplated by Section 8 of the Agreement. Commencing in Year 2 of the Agreement, the additional assets, rights, and/or benefits shall replace the services contemplated by Section 8 of the Agreement. The Parties will work together to Amend this Exhibit M by Year 2 of the Agreement. If the parties cannot mutually agree to the additional assets, rights, and/or benefits to be incorporated in Exhibit M by Year 2, either party may terminate the obligations set forth in this Exhibit M, which shall include a reduction in the “SDA Base Assets (including Exhibit A)” Fees in Exhibit G for Years 2 through 10 in the amount of \$275,000 per Year.

Exhibit N

ATM Site Responsibilities

1. ATM Installation, Operation & Maintenance Responsibilities

a. **Utilities.** ASU will provide electricity, including all conduit, outlet boxes and pull boxes for a dedicated AC power supply of the required voltage operation of the ATM, and maintain the lighting that is currently in place at the pre-scheduled ATM locations referenced in Section 10.2 and **Exhibit E** of the Agreement. ASU does not guarantee an uninterrupted supply of electricity nor does ASU guarantee uninterrupted service in providing such utilities, except that it will be diligent and use its best efforts in restoring service following any interruption.

b. **Installation of ATM.** The locations provided by ASU to Desert Financial for ATMs shall be provided “as is”. Desert Financial or its authorized representative, will be solely responsible for installing and the cost of the installation of the ATM. Subject to ASU’s approval, which shall not be unreasonably withheld, Desert Financial will have the right to place its signs and other normal business logo on the ATM machine itself or its cover. All such signs and other logo placed on the premises will be deemed personal property of Desert Financial and title thereto will remain in Desert Financial.

c. **Telecommunications.** Desert Financial will be solely responsible for the initial and recurring costs and for making arrangements with the telephone company for the voice and data circuits necessary for the operations of the ATM.

d. **Maintenance & Repair** ASU will be responsible for all maintenance and repair expenses of the ATM Premises unless such repair is needed as a result of the act or omission of Desert Financial.

e. **ATM Maintenance & Repair; Access to ATM Premises.** Desert Financial will be responsible for all operations, maintenance, repair and compliance for ATMS and the expenses for same. ASU will provide Desert Financial and its third-party vendors/servicers (e.g., NCR, Cennox, Loomis) with reasonable access to the ATM Premises as necessary for such purposes as well as providing reasonable access to related systems spaces (e.g., electrical and communication connectivity) as requested. Any requested access to ASU buildings will require Desert Financial to provide ASU a reasonable prior notice. ASU will also promptly notify Desert Financial if any known defects, vandalism or malfunctions affecting the ATMs or related equipment are reported to the Contact Persons as defined in Section 40.2 of the Agreement.

f. **Installation of Cameras & Special Equipment.** Desert Financial or its authorized representative, may, at its cost and expense, install any cameras or special electronic equipment on its ATMs, and will at its sole cost and expense provide such maintenance and repair as may be necessary to such property.

g. **Premises Upkeep.** ASU will be responsible for the upkeep of the areas surrounding the ATM Premises as may reasonably be required to ensure the areas are maintained in a presentable manner.

h. **Security of ATM & ATM Premises.** Desert Financial will be responsible for all security of the ATM and its equipment or property within the ATM Premises. Desert Financial will coordinate its procedures with the ASU Chief of Police, which is the primary law enforcement agency at ASU. ASU will be responsible for providing for the general security of the ATM Premises and surrounding areas but ASU has no obligation to provide security or protective services of any kind other than the services it routinely performs for all other ASU Premises or facilities. ASU will take reasonable measures to cooperate with Desert Financial in preventing damage to the ATM and its enclosure or theft therefrom, but will not be liable for any such damage or theft in any manner. Desert Financial shall be insured to cover the ATMs and their contents in the case of damage, theft, or robbery.

**Exhibit D
Marketing Plan**

	Q1 2023			Q2 2023			Q3 2023			Q4 2023			ASU assets included	Notes
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
Launch														
ASU Launch Items														
ASU news article				TBD									Y	Main topics: shared values, building off an already successful partnership, joint commitment to the community, fastest growing corp education, (InStride) partner, Random Act of Kindness, the exclusive card, ATMs, branches - CTA, get your card now
Email from Senior Leadership to all Faculty/Staff announcing partnership				TBD									Y	Click to learn more - links to desert financial landing page. Based off of Press release, but with tailored to Faculty and staff
ASU social media posts - announcing partnership				TBD									Y	Posts on all major ASU channels/accounts - Facebook, Twitter, LinkedIn, TikTok, Instagram w/link - click to learn more, leads to DF landing page
myASU - banner announcement of partnership to faculty/staff				TBD									Y	Click to learn more - links to desert financial landing page.
Desert Financial Launch Items														
Press Release														
Random Act of Kindness (Women's Sports)/Press announcement														
OOH - digital billboards														
Email to Desert Financial members														
Desert Financial social posts														
Video assets (to leverage in ads, etc.)														
Digital/social ads														
desertfinancial.com - home page heros images, landing pages, etc.														
Students														
Digital Orientation														
New student orientation integration email inclusion													Y	Orientations begin March 18 and continue through July all virtual -- will discuss what inclusion looks like in email
Inclusion in slide presentation													Y	Orientations begin March 18 and continue through July all virtual -- will discuss what inclusion looks like in email
State Press														
A monthly column on financial wellness													Y	
Year-round ad placements, top banner; 728 x 90 px													Y	
ASU schools, ASU online, etc.													Phase 2	
Sun Devil rewards													Y	

**Exhibit D
Marketing Plan**

	Q1 2023			Q2 2023			Q3 2023			Q4 2023			ASU assets included	Notes
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
ASU Mobile App														
Digital Ad (year-round placement)													Potentially available in the future, pending further discussion	
Push messaging (every 2 months)													Y	
myASU														
Finances section - links to financial literacy and wellness content													Potentially available in the future, pending further discussion	
Campus services section - links to on-campus branch and ATM locations content													Potentially available in the future, pending further discussion	
myASU - banner announcement of partnership to students													Y	
Print														
Student newsletter article													Y	
Out-of-home														
Magazine Rack Signage													Y	(1 King Tempe; 3 Queens Tempe; 6 Aces DPC, Poly. West 2 per campus)
Memorial Union Digital Screens													Y	
Sun Devil Fitness Radio/4 campuses & Blaze Radio DPC													Y	
Events														
Graduation/Commencement.													Phase 2	
Sun Devil Send Offs													Y	A 90-120 minute program presented by ASU Alumni/Admissions/ASU Family and New Student Programs to incoming freshmen and their families in 26 cities. Inclusion in portal, emails and all presentations -- opportunity to reach freshmen at the start of their journey. Comms begin in March and continue through presentations in July.
Homecoming													Y	
Student Leader's Meeting													Y	
Alumni														
Digital														
Website														
Alumni Website - Digital Ad													Y	
Email														
Monthly Outreach/enewsletter ad													Y	Interested in different email journeys - cause efforts, promo/sales, graduating alumni, etc.
Alumni eNewsletter													Y	
College Newsletters													Phase 2	
Print														
Thrive Magazine ad or insert													Y	

**Exhibit D
Marketing Plan**

	Q1 2023			Q2 2023			Q3 2023			Q4 2023			ASU assets included	Notes
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
Events														
Cronkite Awards Ceremony													Y	
Founder's Day													Y	
Homecoming Block Party Activation													Y	Table on old main
Faculty/Staff														
Events														
New employee orientation ongoing													Y - Timing TBD	
Staff Appreciation Luncheon (all campuses)													Y	
ASU Insight Article													Y	Digital - goes out every Thursday, goes out to all ASU faculty/staff -newspaper format
Email														
Retired/emeritus - any opportunities available?													Phase 2	
myASU													Potentially available in the future, pending further discussion	
Benefits section - links to products/services/discounts/financial wellness content														
Affinity														
Athletics														
Digital														
Email to season ticketholders													Y	4 x year (1 summer, 1 fall, 2 spring)
Devil's Insider eNewsletter Ad													Y	1 ad inclusion in 8 newsletters
Digital Fan Guides Ad													Y	1 full page ad with URL link - Football, Mens/Womens Basketball and hosted on sundevils.com
Gameday App - site banner ads and promo offer													Y	Football season, mens & womens basketball, baseball & softball
Sundevils.com - run of site banner ads													Y	
Entitlement video player watch videos													Y	Includes logo and link, preroll video
Events														
Hall of Fame Luncheon													Y	
ASU Family sponsorship														
Family Hub													Y	Communication Hub for ASU families 168,000 subscribers: Posts; Ads -- Portal/Header & Footer of Newsletter (64% open rate)
Fall Welcome -- Family Orientation -- Fall Move-in													Y	Reach Families from in/out of state; international students that must open a bank account -90 minute presentation -- can offer information about opening accounts/part of dorm check-in process (provide key fob for dorm room keys with QR code to open account)

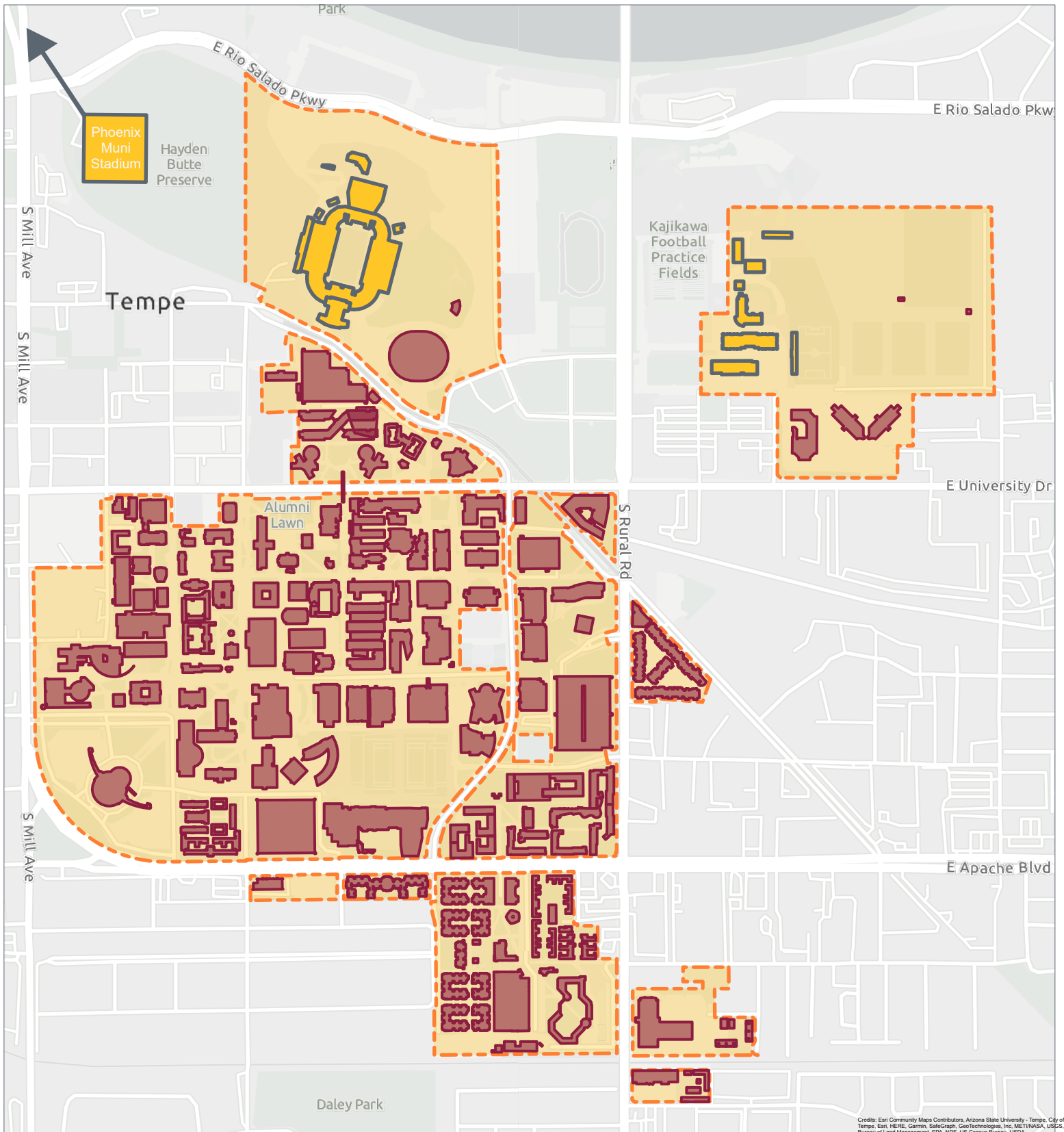
**Exhibit D
Marketing Plan**

	Q1 2023			Q2 2023			Q3 2023			Q4 2023			ASU assets included	Notes
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
Family Weekend								22nd-24th					Y	More than 6,000 attending: Logo on FW site, Weekend Guide, participation emails, T-shirts, Family Portal, event banners; FW Badge Sponsor; booth at block party; Giveaways at check in;
OTHER														
Social Posts														
Arizona State University													Phase 2	4x/year - community oriented, what we're doing together as partners to make a difference content
Arizona State Sun Devils (Athletics)													Y	Content series sponsorship (8 posts each series) - fall, winter and spring sports
ASU Gammage														4x/year
ASU Online													Y	4x/year
Arizona State University Alumni													Y	6 x/year
State Press													Y	4x/year

Key:
ASU assets included:
Y = ASU assets included at no additional cost to Desert Financial
Phase 2 = ASU assets available at a later date and can consider swapping for existing assets



Exhibit H ASU Campus Maps



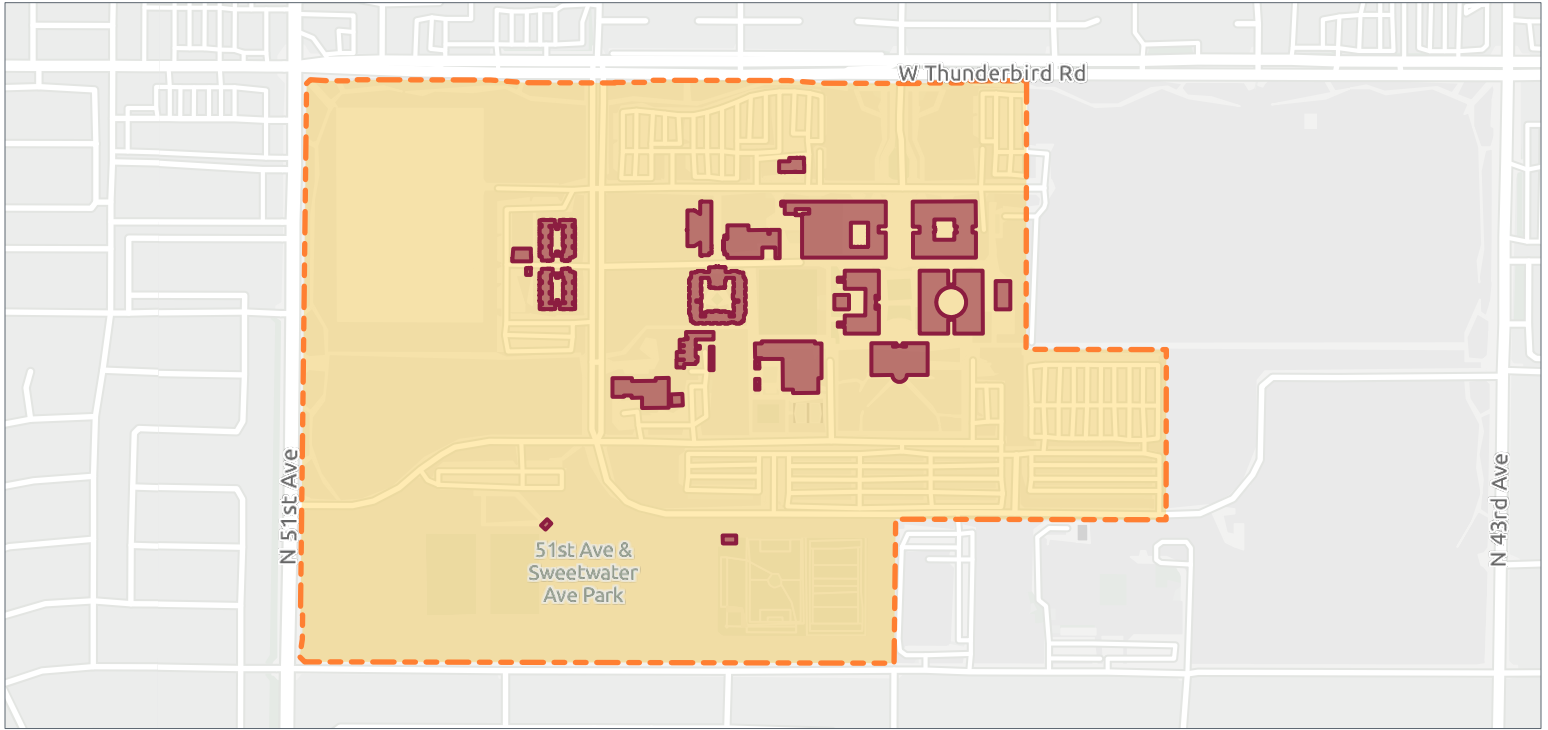
Credits: Esri Community Maps Contributors, Arizona State University - Tempe, City of Tempe, Esri, HERE, Garmin, Swisstopo, GeoTechnology, Inc, METN/ASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

ASU Tempe campus Tempe, AZ 85281



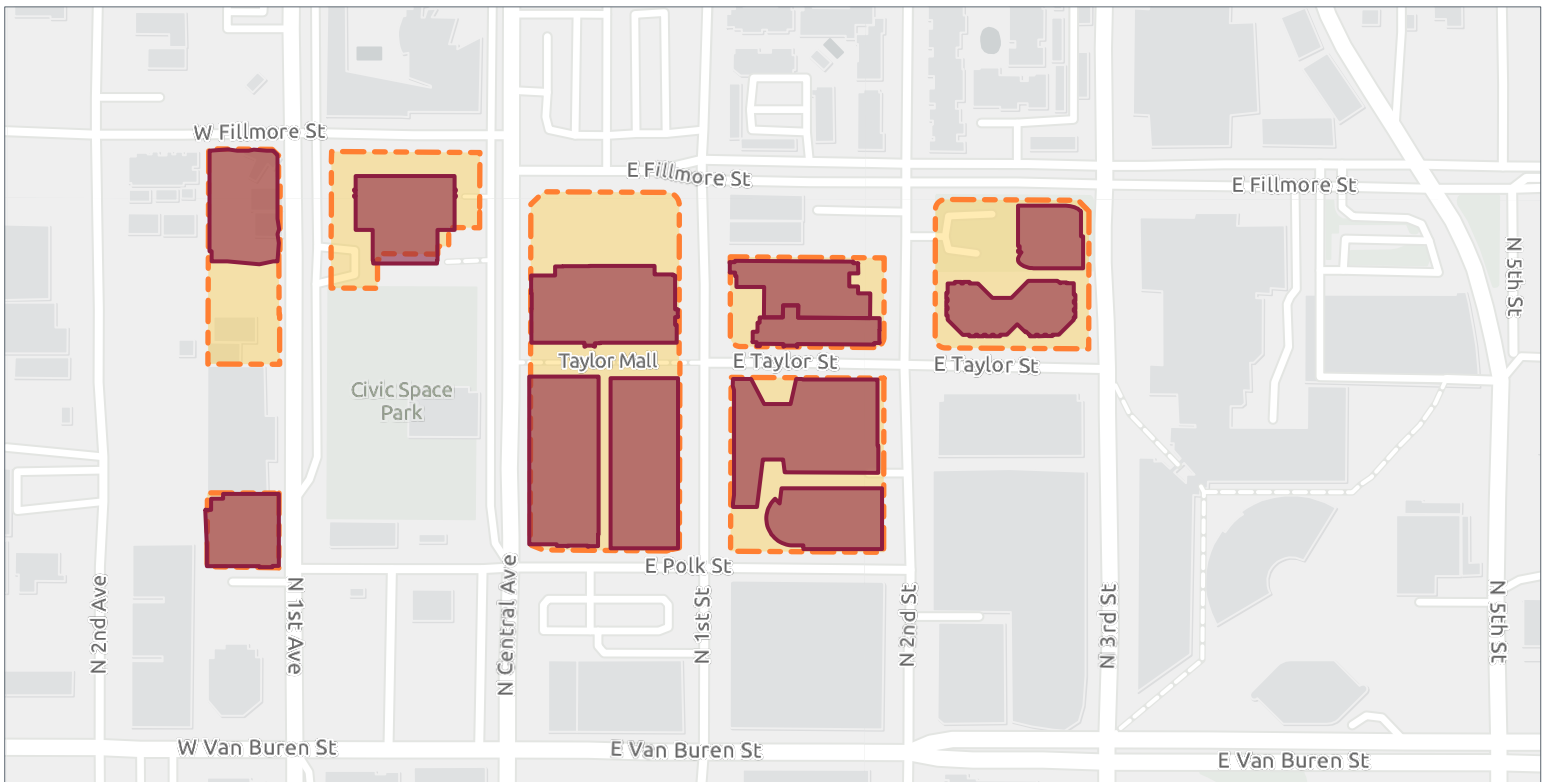
Exhibit H

ASU Campus Maps



ASU West campus

Phoenix, AZ 85306

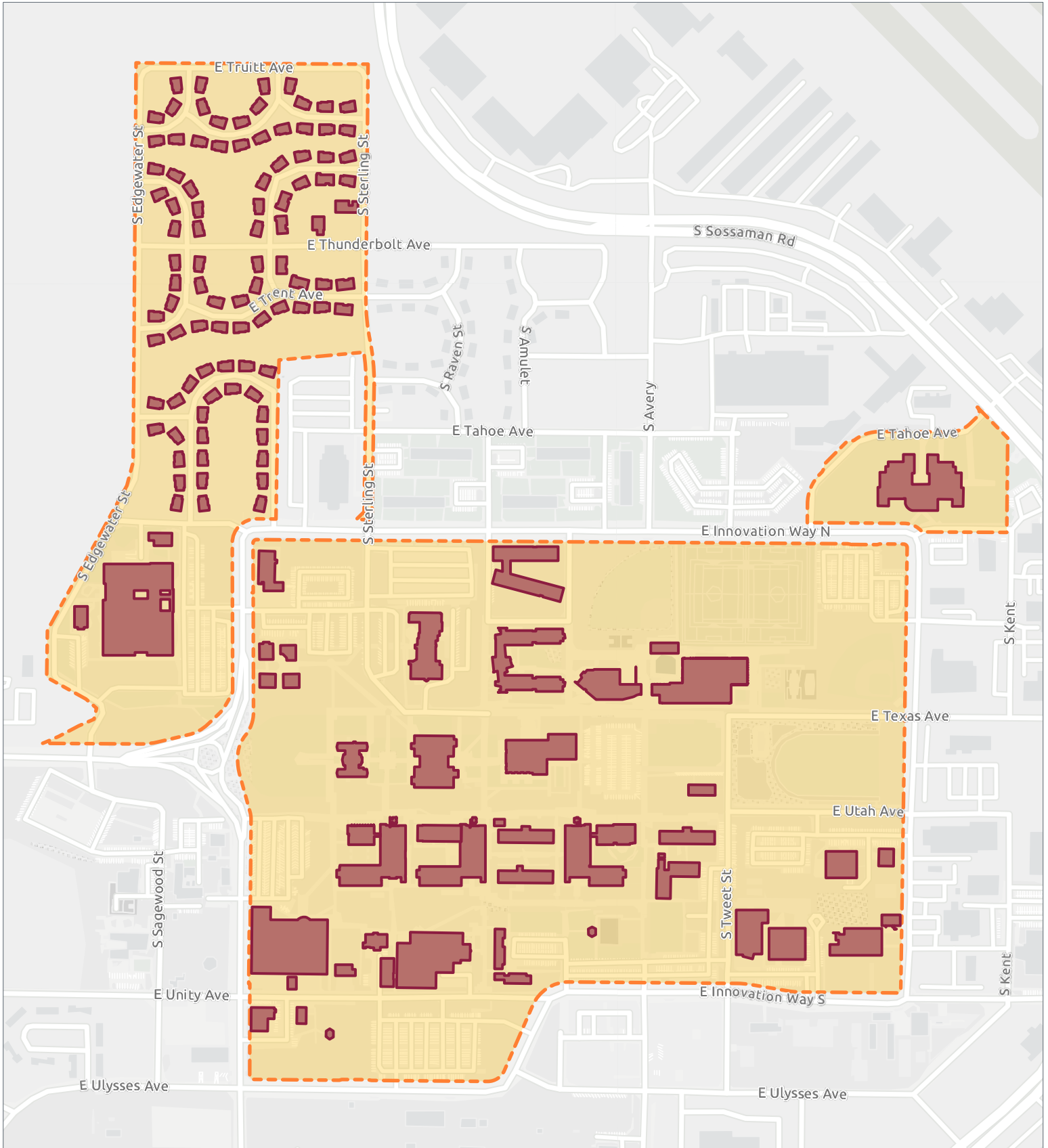


ASU Downtown Phoenix campus

Phoenix, AZ 85004



Exhibit H ASU Campus Maps



ASU Polytechnic campus

Mesa, AZ 85212