

FOURTH AMENDMENT
TO THE AGREEMENT BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND BANK OF THE WEST

THIS FOURTH AMENDMENT ("Fourth Amendment") is made, entered into, and effective as of May 8, 2023 ("Effective Date") by and between **The Regents of the University of California, a California corporation** ("University") and **BMO Bank N.A. ("BMO")**, as successor by merger to **Bank of the West** ("Bank of the West").

WHEREAS, University and Bank of the West entered into an agreement ("Agreement"), effective July 1, 2015, (as amended), to set forth an exclusive sponsorship relationship between the parties;

WHEREAS, University has previously consented to the change of control and assignment of the Agreement by Bank of the West to BMO Harris Bank N.A. effective as of the merger of Bank of the West into BMO which occurred on February 2, 2023;

WHEREAS, BMO changed its legal name to BMO Bank N.A. on September 3, 2023, and

WHEREAS, University and BMO wish to amend the Agreement as follows:

- (a) All references to Bank of the West in the Agreement shall hereinafter refer to BMO.
- (b) University consents to assignment of the Agreement to BMO Bank N.A. by operation of law effective September 3, 2023. All references to BMO herein and in the Agreement refer to BMO Bank N.A.
- (c) Effective September 5, 2023, Exhibit N, Cash Management Compliance attached hereto, is hereby attached to this Agreement and incorporated by reference herein.
- (d) Effective September 5, 2023, Section 10 of Exhibit B, titled Products and Services is deleted in its entirety and marked as "Intentionally left blank".
- (e) Effective September 5, 2023, Section 11 of Exhibit B, titled Banking Products and Services for Faculty and Staff is deleted in its entirety and replaced with:

"11. Banking Products and Services for Faculty and Staff: BMO shall offer Faculty and Staff employed by the Campus the opportunity to utilize BMO Relationship Checking (or other comparable BMO product), subject to additional eligibility and identification requirements determined by BMO. The terms, conditions and features of BMO Relationship Checking are located at <https://www.bmo.com/en-us/main/personal/checking-accounts/>.

- (f) Effective September 5, 2023, Section 17 of Exhibit B titled Specific Products to be provided by Bank of the West is deleted in its entirety and replaced with the following:

"17. Specific Products to be provided by BMO.

BMO shall offer students enrolled at the Campus the opportunity to utilize BMO deposit accounts, including but not limited to, BMO Smart Advantage Checking, BMO Smart Money Checking, and BMO Relationship Checking, subject to additional eligibility requirements determined by BMO. The terms, conditions and features of BMO demand deposit accounts are located at <https://www.bmo.com/en-us/main/personal/checking-accounts/>". BMO will work with the University to provide students with a QR or customer code (the "Code") to identify as a University student when opening a BMO deposit account at a BMO branch or online.

- (g) Effective from September 1, 2023, BMO will report deposit account Fee Income to University under this section (g) and Exhibit N below annually as follows (i) Fee Income on BMO deposit accounts opened in person at a BMO branch by students who present a current student ID, a letter of acceptance, or a class schedule, and provide the Code at account opening, (ii) Fee income on deposit accounts opened online where the Code is entered by the applicant at account opening and (iii) Fee Income on BMO Smart Advantage Checking accounts that were converted from Bank of the West student checking accounts opened under a product previously offered under this Agreement to University students prior to September 1, 2023. For purposes of this Section, "Fee Income" shall mean, the gross fees earned by BMO including overdraft fees, ATM fees, paper statement fees and check image fees. Notwithstanding the foregoing, BMO shall provide such information as the University may reasonably request related to its fees in connection with the University's obligations under the Subpart K of 34 CFR, Part 668, the "Cash Management Regulations" within sixty (60) calendar days of the request.
- (h) Effective September 5, 2023, Section 4 of the Agreement is deleted in its entirety and replaced with:

4. APPROVAL OF SPECIFIC USE OF MARKS REQUIRED.

(a) BMO shall submit to the University's Office of Business Contracts & Brand Protection ("BCBP"), which oversees the University Marks, for review and written approval in advance of any use, samples of BMO's proposed uses of the University Marks, including uses in advertising and marketing materials. BMO's use of the University Marks shall be consistent with the Trademark Use Guidelines attached hereto as Exhibit F and made a part of this Agreement and any Visual Design Guidelines issued by University's Office of Communications & Public Affairs and provided to BMO. BCBP will make every reasonable effort to review samples submitted by BMO and to approve or suggest necessary modifications to such samples as quickly as reasonably possible but in any event within ten (10) business days after receipt of the submission. Upon the University's written request, BMO shall certify annually that its use of the University Marks conforms to the preapproved samples. BMO shall modify, at its sole cost and expense, any changes it made to the University Marks or samples or its use of the University Marks or samples which were not preapproved. To denote the University's ownership of the University Marks, BMO shall include as required and provided by the University, appropriate trademark and/or copyright notices in marketing/communication materials, in media, such as websites, and/or on products.

(b) The University shall submit to BMO, for review and written approval in advance of any use, samples of the University's proposed uses of the BMO Marks, including uses in advertising and marketing materials. BMO will make every reasonable effort to review samples submitted by the University and to approve or suggest necessary modifications to such samples as quickly as reasonably possible but in any event within ten (10) business days after receipt of the submission. Upon BMO's written request, the University shall certify annually that its use of the BMO Marks conforms to the preapproved samples. The University shall modify, at its sole cost and expense, any changes it made to the BMO Marks or samples or its use of the BMO Marks or samples which were not preapproved. To denote BMO's ownership of BMO Marks, the University shall include as required and provided by BMO, appropriate trademark and/or copyright notices in marketing/communication materials, in media, such as websites, and/or on products.

- (i) Effective September 5, 2023, Section 11 is deleted in its entirety and replaced with the following:
- BMO MARKS.** As used in this Agreement, the term "BMO Marks" means (i) the services marks, trademarks, and trade names listed in the attached Exhibit G and made a part of this Agreement, and (ii) trademarks, marks and trade names including logos that are identified by BMO for University's use or otherwise provided by BMO to University in writing. University acknowledges and agrees that BMO may make changes to the BMO Marks at any time and from time to time. University may use BMO Marks, subject to Section 4(b) and subject to a limited, nonexclusive, non-transferable, revocable right and license which BMO grants to University solely for use in connection with the sponsorship under this Agreement. Nothing in this Agreement or in University's use of the BMO Marks confers upon University any right, title or interest in or to the BMO Marks, or in any similar marks beyond the rights granted in this Agreement. BMO retains all right, title, and interest in and to the BMO Marks except as otherwise explicitly stated herein. Nothing in this Agreement grants by implication, estoppel, or otherwise any rights to BMO's intellectual property, except as explicitly set forth herein. University acknowledges and agrees that, except as may be provided elsewhere in this Agreement, the license to use the BMO Marks granted here is provided "as is" without any warranties of representations of any kind. University acknowledges that this Agreement is founded on the significant goodwill and positive reputation BMO has developed in connection with its operation, as well as the value of that goodwill and reputation in the minds of educational communities, the public, and other constituencies. University agrees that it is critical that such goodwill and reputation be protected and enhanced, and, toward this end, University shall

not misuse the BMO Marks, apply to register or maintain any application or registration of a confusingly similar service mark, trademark, or logo, or use the BMO Marks in any way or for any purpose except as authorized by this Agreement. University agrees that the goodwill associated with and derived from University's use of the BMO Marks shall inure to the benefit of, and belong to, BMO.

- (j) Effective September 5, 2023, Exhibit G is deleted in its entirety and replaced with the following";

EXHIBIT G

BMO BANK N.A. MARKS



- (k) Effective September 1, 2023, a new Exhibit N is hereby inserted immediately after Exhibit M of the Agreement, as follows:

Exhibit N

CASH MANAGEMENT COMPLIANCE

The parties agree that certain services specified in this Agreement create a Tier Two Arrangement, pursuant to U.S. Department of Education ("ED") cash management regulations at Subpart K of 34 CFR, Part 668 (the "Cash Management Regulations"). Notwithstanding anything to the contrary contained in this Agreement, the parties agree to the following:

1. Student consent to open a Financial Account must be obtained before:
 - a. The University provides any personally identifiable information about the student to BMO or its agents, other than directory information under 34 CFR 99.3 that is disclosed pursuant to 34 CFR 99.31(a)(11) and 99.37; or
 - b. An Access Device, or any representation of an Access Device, is sent to the student.

2. In accordance with Cash Management Regulations Section 668.164(f)(4)(ii), the University will inform students of the terms and conditions of the Financial Account before the Financial Account is opened.
3. University and BMO, as applicable, hereby make the following disclosures as to its obligations as to students with respect to the Financial Accounts
 - a. The University shall conspicuously disclose the following on its website, no later than sixty (60) days following each most recently completed award year:
 - i. The Agreement in its entirety, except for any portions that, if disclosed, would compromise personal privacy, proprietary information technology, or the security of information technology or of physical facilities;
 - ii. The total consideration for the most recently completed award year, monetary and non-monetary, paid or received by the parties under the terms of the Agreement; and
 - iii. For any year in which the University's enrolled students open thirty (30) or more Financial Accounts marketed under this arrangement, the number of students who had Financial Accounts under the Agreement at any time during the most recently completed award year, and the mean and median of the actual costs incurred by those account holders.
 - b. BMO shall provide such information as the University may reasonably request in connection its obligations under the above paragraph 3(a)(ii) and as applicable, 3(a)(iii), within sixty (60) calendar days of receipt of the written request.
4. Student accountholders shall be permitted to execute balance inquiries and access funds deposited in the Financial Account through surcharge-free in-network ATMs sufficient in number and housed and serviced such that the funds are reasonably available to the student accountholder.
5. Financial Accounts may not be marketed or portrayed as, or converted into, credit cards.
6. The University and BMO agree to the following obligations, as applicable, as to the "Best Interest of Students":
 - a. The University shall conduct reasonable due diligence reviews at least every two years to ascertain whether the fees imposed on students are, on the whole, consistent with or below prevailing market rates. Such evidence could include but is not limited to consumer complaints submitted to the University, non-confidential federal and state regulatory findings, or public reports. BMO shall provide Financial Account fee, non-confidential regulatory findings, and public report information as the University may reasonably request in connection with such a review.
 - b. If the University: (1) receives a significant number of complaints from students about BMO, expressing dissatisfaction with the Financial Account, BMO's services, or business practices, or (2) determines that the fees imposed on students are, on the whole, not consistent with or above prevailing market rates, it shall be considered a Material Breach and the University may terminate the Agreement in accordance with Section 20(a) of the Agreement. Prior to any such determination, however, the University agrees to enter into good-faith negotiations with BMO for at least thirty (30) calendar days to determine if the issue can be addressed to the satisfaction of both parties.
7. BMO agrees that students shall incur no cost for opening a Financial Account or initially receiving or validating an Access Device.
8. The University shall list and identify the major features and commonly assessed fees associated with the Financial Account. BMO shall provide such information as the University may reasonably request in connection its obligations under this paragraph 8 within sixty (60) calendar days of the request.

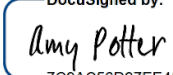
For purposes of this Exhibit N:

1. A Financial Account means a BMO deposit account established and owned by a University student in accordance with Section (g) of the Fourth Amendment to the Agreement.
2. An Access Device means a card, code, or other means of access to a Financial Account, or any combination thereof, that may be used by a student to initiate electronic fund transfers.

The parties further agree that if ED modifies the Cash Management Regulations, the parties, as appropriate, shall negotiate in good faith to modify this Exhibit N in a mutually acceptable manner to comply with such changes.

Except as modified by this Fourth Amendment, the Agreement is affirmed as being in full force and effect according to its original terms.

BMO Bank N.A.

DocuSigned by:

Signature: _____
7C9AC56D97EE45F...
Name: Amy Potter
Title: Director of North American Sponsorships
Date: 10/30/2023

The Regents of the University of California

DocuSigned by:

Signature: _____
E38D77A49C6F4CA...
Name: Eryn Hong
Title: Associate Director, Brand Protection
Date: 10/30/2023