

AFFINITY CARD ROYALTY AGREEMENT

THIS AFFINITY CARD ROYALTY AGREEMENT (“Agreement”) is made and entered into as of the 23 day of September 2016 (the “Effective Date”), by and between ANDIGO CREDIT UNION, an Illinois chartered credit union, formerly known as MOTOROLA EMPLOYEES CREDIT UNION (“Andigo”) with an address of 1205 E. Algonquin Road, Schaumburg, Illinois and JUDSON UNIVERSITY, A Baptist Institution (“Judson”) with an address of 1151 N. State Street, Elgin, Illinois.

WHEREAS, Judson and Andigo desire to make available to the Judson community a Visa credit card and other financial services upon the terms and conditions hereinafter set forth; and

WHEREAS, Judson and Andigo desire that the marketing plans for the Visa credit card using Judson Marks to be developed by the parties as hereinafter set forth will accomplish the respective goals of the parties;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties hereto as follows:

ARTICLE 1. Definitions

- 1.1 The foregoing recitals are incorporated in and made a part of this Agreement.
- 1.2 Definitions. In this Agreement, the following terms shall have the following meanings:

“Account” means any credit card account originated pursuant to this Agreement subsequent to the Effective Date. All Accounts shall be issued on the Visa Network.

“Accountholder” has the meaning set forth in Article 2.1.

“Accountholder Information” means any information pertaining to Accountholders, excluding information pertaining to or related to authorized users.

“Activated” means an Accountholder has validly used an Account to make a purchase, cash advance or balance transfer within ninety calendar days from the origination of the Account.

“Affiliate” means, with respect to an entity, another entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with the first entity.

“Andigo Marks” means the Marks of Andigo.

“Andigo Proprietary Rights” means: (a) Accountholder Information; (b) the information on the Andigo Website, excluding any Judson Proprietary Rights contained therein; (c) any domain names Andigo registers for Andigo’s use on the world wide web; (d) Andigo Marks; (e) the name of Andigo; (f) any and all

information, ideas, concepts, artwork, graphics and other proprietary rights of Andigo used on the Andigo Website; (g) Marketing Materials, excluding any Judson Proprietary Rights contained therein; and (h) all materials related to Accounts and Existing Accounts and the Program in any form or medium including terms, conditions, cardmember agreements, agreements, servicing materials, disclosures, notices, Accountholder correspondence, statements, rewards program materials, and ancillary product materials, excluding any Judson Proprietary Rights contained therein.

“Andigo Website” means the applicable portions of Andigo’s relevant website located on the internet at a domain registered, owned and maintained by Andigo.

“Applicable Law” means any law, regulation or determination of a governmental authority applicable to this Agreement or the duties and obligations of the parties under the Program including consumer protection laws.

“Business Day” means any day other than a Saturday, a Sunday, a federal holiday or a day on which credit unions located in Schaumburg, Illinois are required or authorized by law or regulatory order to close.

“Card” means any credit card branded with the Judson Marks and issued by Andigo pursuant to this Agreement in connection with an Account including but not limited to the Andigo Visa Platinum Cash Back Card initially issued pursuant to this Agreement.

“Card Related Products and Services” means debt deferment or protection products related to Card and Account balances, credit card registration services, insurance products related to Card and Account balances, identity theft products and services solicited in connection with Cards and Accounts and bill payment services related to Cards and Accounts.

“Claims” means any and all proceedings, actions, claims, allegations, suits, damages, losses, costs, charges, fines, expenses or any liabilities of any nature, kind, and description whatsoever (including reasonable attorneys’ fees, court costs and expenses and the cost of enforcing an indemnity provision, which shall be reimbursed as incurred).

“Confidential Information” means any nonpublic information, including Nonpublic Personal Information, which the Recipient obtains, maintains, processes or otherwise is permitted to access from or about the Discloser, its Affiliates, or their respective Consumers.

“Consumer” means an individual, including an individual’s legal representative, who has obtained or applied for a financial product or service from either party or its Affiliates for personal, family or household purposes, or who is identified on a marketing or other list or file made available by one party to the other party.

“Discloser” means the party disclosing Confidential Information.

“Indemnified Party” means the party receiving indemnification from the Indemnifying Party under the terms of this Agreement.

“Indemnifying Party” means the party providing indemnification to the Indemnified Party under the terms of this Agreement.

“Initial Term” means the period commencing upon the Effective Date and continuing for three years.

“Judson Marks” means the Marks of Judson.

“Judson Proprietary Rights” means (a) Member Lists and Member Information; (b) the information on the Judson Website excluding any Andigo Proprietary Rights; (c) any domain names Judson registers for Judson’s use on the world wide web; (d) Judson Marks and photographs or other depictions of Judson; (e) the name of Judson; and (f) any and all information, ideas, concepts, artwork, graphics, applications and other proprietary rights of Judson used on the Judson Website.

“Judson Website” means the applicable portions of Judson’s relevant website located on the internet at domains registered, owned and maintained by Judson or any Affiliate.

“Marketing Committee” has the meaning set forth in Section 7.3(a).

“Marketing Materials” means all advertising, promotional, marketing and solicitation materials in any form or medium associated with the solicitation or retention of new Accounts or the offering of Card Related Products and Services.

“Marketing Plan” has the meaning set forth in Article 7.3(b).

“Marks” means trademarks, service marks, trade names, names, logos, copyrights and other proprietary materials and information.

“Member” means any Person who is, as of the date of such determination, a member of the Judson community, including, without limitation, members of Judson Alumni.

“Member Information” means information pertaining solely to transactions or experiences between Judson and its Members.

“Member List” means a listing of the names, addresses, telephone numbers and email addresses of Members. The Member List shall exclude (a) Members who have not reached the age of majority; (b) Members who have exercised their right under Applicable Law to opt-out of marketing solicitations (or failed to opt-in where so required by Applicable Law); (c) Members who have opted out of marketing solicitations pursuant to Judson’s privacy policy; (d) Members not appropriate for inclusion on the Member List under Judson policies and practices; and (e) Members who are enrolled as students at Judson at the time of the

compilation of such list.

“Membership Employee” means each of Judson’s employees that interact with Accountholders, Card applicants or potential applicants or otherwise perform services pursuant to this Agreement or in connection with the Program.

“Network” means VISA U.S.A., Inc. or any other successor in interest thereto.

“Nonpublic Personal Information” means any information from or about Consumers that: (a) relates to any Consumer; (b) relates to, or derives from, any transaction between Discloser or its Affiliates and any Consumer; or (c) is a list, description or other grouping of Consumers, including Member Lists. Nonpublic Personal Information includes, but is not limited to, application, account and transaction information, Consumer names and addresses, consumer report information or information derived therefrom, and the fact that an individual is or was a Member of Discloser or any of its Affiliates.

“Person” means any individual, sole proprietorship, partnership, corporation, joint venture, company, bank, trust, unincorporated organization, government or any department, agency or instrumentality thereof.

“Program” means the credit card program established pursuant to this Agreement including, but not limited to, all aspects of the solicitation, marketing, underwriting, delivery, administration, servicing, collection and termination of the Accounts, and Card Related Products and Services through any medium as well as the respective obligations of the parties under the Agreement.

“Program Manager” has the meaning set forth in Article 7.3(a).

“Program Year” means the twelve calendar month period of time commencing with the Commencement Date and each succeeding twelve calendar month period of time during the Term.

“Recipient” means the party receiving Confidential Information.

“Renewal Term” means each two (2) years following the conclusion of the Initial Term and any subsequent Renewal Terms.

“Royalties” means fees and revenue sharing amounts paid by Andigo to Judson pursuant to this Agreement.

“Subcontractor” means any Person that has a business arrangement with Judson or Andigo, by contract or otherwise, to perform duties, conduct activities or provide services, or has any other responsibilities or obligations related to the Program in any way or that involves such Person obtaining, maintaining, viewing or accessing Nonpublic Personal Information.

“Term” means the Initial Term and each Renewal Term.

“Visa” means VISA U.S.A., Inc. or any other successor in interest thereto.

“Visa Rules” means the bylaws, procedures, rules, standards and regulations of Visa, and any determination or finding of Visa, applicable to or binding upon a party’s duties or obligations with respect to the Program.

ARTICLE 2. Services

2.1 Andigo shall open revolving credit Accounts and issue Andigo Visa Cards (“Judson Card”) to individual Members of Judson whose applications have been solicited under the terms of this Agreement and whose credit has been approved by Andigo and to whom a Judson Card has been issued (individually, an “Accountholder” and collectively “Accountholders”). The Judson Card shall be issued in accordance with the specifications generally described in **Attachment “A”** as may be amended from time to time by Andigo. It is understood and agreed that Andigo will not solicit, nor is it under any obligation to accept or approve, individuals who reside outside of the United States of America or in states within the United States of America which have, or may have during the Initial Term or any Renewal Term of this Agreement, laws limiting, hindering or detrimentally affecting the solicitation of credit card accounts or the terms and conditions thereof or limitations on the provision of other financial services, all as determined by Andigo in its sole discretion.

2.2 The Judson Card shall be customized to include, as provided in this Agreement, Judson's Marks as the parties may jointly agree in writing to utilize them on said Judson Cards from time-to-time.

2.3 Andigo agrees that all uses of Judson's Marks on the Judson Card will bear proprietary trademark rights notices of Judson as Judson may reasonably direct.

2.4 Judson understands and agrees that the terms and conditions of any credit relationship between the Accountholders and Andigo will be governed by a Cardholder Agreement entered into separately by and between Andigo and the potential Accountholder.

2.5 Judson understands and agrees that Andigo may from time-to-time during the Initial Term or any Renewal Term of this Agreement use third-party service providers to undertake, fulfill or complete its obligations pursuant to this Agreement.

ARTICLE 3. Acknowledgments, Representations and Agreements

3.1 Judson expressly acknowledges ownership of the mark “Visa” by Visa U.S.A. Inc. and agrees that it will do nothing inconsistent with Visa's ownership of such mark.

3.2 Judson represents that it has the authority to utilize the Judson Marks as hereafter described in Article 9 and that it presently has the exclusive authority to authorize the use of each of such Judson Marks for the uses and purposes contemplated by this Agreement; further, Judson represents that Andigo may regard this representation as a continuing representation by Judson of its exclusive authority to authorize the use of each Judson Mark throughout the Initial Term and any Renewal Term of this Agreement, including Judson Marks developed or created by Judson during the Initial Term or any Renewal Term of this Agreement. Judson agrees to provide, if

requested, written evidence, satisfactory to Andigo, of the authority to authorize the use of such trademarks used in conjunction with the Judson Card and of any trademark rights notices required when such trademarks are used.

3.3 Judson represents that the use of any of the Judson Marks by Andigo as authorized herein by Judson will not infringe upon or violate the patent, copyright or any other proprietary interest of any third party.

3.4 Judson represents that disclosure by Judson to Andigo of Confidential Information or non-confidential information in its files pertaining to Judson Members will not violate any law, regulation, restriction or contractual prohibition against disclosure by Judson of such information. Judson further acknowledges and agrees that it is authorized to disclose and make available to Andigo such member information, including but not limited to the information provided as part of the Member List.

3.5 Judson agrees that Andigo is, by the terms of this Agreement, authorized and permitted the non-exclusive use of Judson Marks in order to provide the Judson Card and any Enhancements thereto and for no additional purposes except as provided in Section 6.4. Andigo agrees that it will obtain prior written approval, which approval will not be unreasonably withheld, conditioned or delayed, from Judson for the specific use of the Judson Marks on the Judson Card and any Enhancements. Andigo shall provide, at its expense, subject to prior approval by Judson, artwork for the Cards. The proposed design and layout for the Card which will prominently display a Judson Mark. Judson shall have the right to inspect the quality of goods and services provided under the Judson Mark and the right to inspect samples of how the Judson Mark is used to assure that the quality of goods and services provided under the Judson Marks is in accordance with the usage previously approved by Judson pursuant to this paragraph, and in accordance with Judson's quality standards. Andigo agrees to cooperate with Judson in facilitating Judson's control of the nature and quality of goods and services provided under the Judson Marks.

3.6 Andigo and Judson each warrants and represents that as of the date hereof and during the Initial Term or any Renewal Term of this Agreement:

a. it has and shall have the rights and power to enter into and perform all its obligations under this Agreement;

b. its proposed activities hereunder do not and shall not infringe any laws, regulations or other applicable codes of practice or procedural or regulatory requirements or the rights of any third party; and

c. it holds and shall hold any and all necessary licenses required under, and has otherwise complied and shall comply in all material respects with the requirements of all applicable statutes, laws and regulations applicable to the arrangements contemplated by this Agreement.

3.7 Andigo acknowledges that it shall be solely responsible for ensuring the truth and accuracy of all statements, warranties and representations of any kind about or relating to Andigo or its Affiliates, or their business, products or services, made or included, expressly or impliedly, by Andigo or with its prior written consent, whether in any advertising, solicitation, promotional or publicity materials or editorials, or otherwise.

3.8 Judson acknowledges and agrees that certain federal and state consumer protection laws and regulations prohibit, restrict or limit the solicitation or issuance of consumer credit cards to students, underage persons and others (collectively, the “Protected Consumers”) as described in those laws and implementing regulations. Judson further acknowledges and agrees that no Protected Consumers are, or are intended to be, included in the group identified herein as Members who may be identified or solicited to apply for a consumer credit card under this Agreement. Judson agrees it will not provide to Andigo the names of any such Protected Consumers under this Agreement and Judson agrees it will not, in any way, solicit or promote the Judson Card to any such Protected Consumers. As such, Judson acknowledges and agrees that it will at all times comply with the provisions of the Truth-in-Lending Act (15 U.S.C.A. §1601 et seq.), the Credit Card Accountability and Disclosure Act of 3009 (Pub L. No. 111-34, 133 Stat. 1734 (3009)), the Fair Credit Reporting Act (15 U.S.C.A. 1681 et seq.), and the regulations adopted thereunder, as such acts or regulations may now exist or as may hereafter be amended, including such provisions for interpretation and enforcement of such acts and regulations by the Bureau of Consumer Financial Protection (“CFPB”) or by any state agency enforcing state laws or regulations for the protection of consumers.

3.9 Judson acknowledges that it shall be solely responsible for ensuring the truth and accuracy of all statements, warranties and representations of any kind about or relating to Judson or its Affiliates, or their business, products or services, made or included, expressly or impliedly, by Judson or with its prior written consent, whether in any advertising, solicitation, promotional or publicity materials or editorials, or otherwise.

ARTICLE 4. Compensation and Reporting

4.1 Andigo agrees that during the term of this Agreement Judson shall earn and be paid compensation in U.S. Dollars (“USD”) in accordance with the rates, terms and provisions contained in **Attachment “B”**.

4.2 Andigo shall provide Judson with summary statements once per calendar year (“Annual Statements”) that outline such information (in a form, content and substance as determined by Andigo in its sole and absolute discretion) regarding the Judson Cards that forms the basis for calculating the amount of Compensation earned by Judson according to the rates, terms and provisions of **Attachment “B”** subject to any Applicable Law. Judson understands and acknowledges that compensation will be calculated based upon dates or time periods when various transactions are reported to Andigo and processed through normal accounting cycles which dates or time periods may be different than the actual date of the particular transaction giving rise to entitlement to payment or fee.

4.3 No Compensation shall be earned by Judson as of and after the effective date of termination of this Agreement; provided, however, Compensation earned prior to such termination shall be payable to Judson as provided in **Attachment “B”**.

4.4 Judson agrees the Annual Statements provided to it by Andigo regarding the calculation, reporting or payment of compensation shall be conclusive evidence of the Compensation earned by Judson according to the rates, terms and provisions of **Attachment “B”**.

ARTICLE 5. Term of Agreement; Termination Provisions

5.1 The Initial Term of this Agreement shall commence on the Effective Date and continue until July 31, 2019 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, it shall automatically renew for successive two (2) year periods (each a "Renewal Term") unless either party notifies the other in writing at least ninety (90) days prior to the expiration of the Initial Term of this Agreement or prior to the expiration of any Renewal Term, that it is terminating and canceling this Agreement.

5.2 This Agreement shall supersede and replace all co-branded and/or Affinity Card Agreements between the parties, if any, entered into prior to the Effective Date.

5.3 Regardless of the termination of this Agreement, any Judson Card issued before such termination may continue to be held and used by Accountholders until the stated expiration date of those Judson Cards.

5.4 In the event of termination of this Agreement, all Judson Accounts shall remain the exclusive property of Andigo, including its right to future receivables thereon without any obligation on part of Andigo to pay Royalties thereon. Notwithstanding the termination of this Agreement or the transfer of the Judson Accounts, Andigo may thereafter solicit and offer credit card accounts or other financial services to Accountholders.

5.5 (a) In the event that either party materially breaches this Agreement, the non-breaching party may provide notice of the breach to the breaching party, who shall then have 30 days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party by the 30th day, the non-breaching party may terminate this Agreement effective upon 30 days prior written notice to the breaching party. Material breach of this Agreement includes, without limitation: (i) the failure of a party to substantially or materially comply with any law, regulation or determination of a governmental authority applicable to this Agreement or the duties and obligations of the parties under the this Agreement including consumer protection laws; (ii) breach or default of any material obligation hereunder; (iii) fraudulent activity by a party; or (iv) activity by Judson after notice by Andigo to cease that causes Andigo to violate Visa requirements.

(b) This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, in the event that the other party, or an Affiliate of such party: (i) shall become subject to voluntary (or involuntary if such matter remains un-dismissed after a period of 60 days) bankruptcy, insolvency, receivership, conservatorship or like proceedings (including, but not limited to, the takeover of such party by the applicable regulatory agency) pursuant to applicable state or federal law; (ii) shall take any action to authorize commencement of any such proceeding; or (iii) ceases to conduct its normal and customary business operations.

ARTICLE 6. Accountholder Terms and Benefits

6.1 Andigo agrees to provide certain features and enhancements to Judson Accountholders which shall include the minimum Visa standards for product enhancements associated with the Visa product category (collectively, the "Enhancements") and shall be available only for such period of time as the related services are available to Andigo and its cardholders from third party processors and providers. Without limiting the generality of the

foregoing, Enhancements are subject to cancellation or change by Andigo at any time, with or without prior notice other than written prior notice required by Applicable Law. Andigo reserves the right to add, delete, modify or withdraw Enhancements or change the specific features of any such Enhancements from time-to-time during the Initial Term and any Renewal Term of this Agreement. It is understood and agreed that from time-to-time one or more of the Enhancements offered by Andigo to the Accountholders are provided by third parties unrelated to Andigo and that such Enhancements, including the availability and cost thereof to Andigo, may change from time-to-time and any such Enhancements may be added, deleted, modified or withdrawn in the sole discretion of Andigo.

6.2 Andigo may add, delete, modify or withdraw specific Enhancements to the Judson Cards during the Initial Term or any Renewal Term of this Agreement or during the term of any Cardholder Agreement with an Accountholder after providing written notification to affected Accountholders and Judson as may be required by Applicable Law.

6.3 Andigo shall provide support services for Accountholders which is equivalent to support services available to other credit card holders with Andigo, including but not limited to a non-exclusive toll-free telephone number, online support and in-person support for use by any Accountholder to report and resolve a service complaint, lost or stolen credit cards or to make inquiry calls regarding a credit card (including but not limited to the Judson Card).

6.4 Andigo and its affiliates are authorized and permitted from time-to-time to offer to Accountholders financial services and products and to refer to the existence of the Judson Card in connection therewith, which reference may include depictions of the Judson Card or the Judson Marks subject however to the provisions of Article 10, below.

ARTICLE 7. Marketing Efforts

7.1 Andigo will, at its cost, during the Initial Term of this Agreement, develop solicitation materials designed for the purpose of encouraging the acquisition and usage of the Judson Card by potential Accountholders. The materials will be designed and developed for a variety of presentation and marketing methods, e.g., brochures, print ads, web-site postings, direct mail, e-mail, etc. in accordance with that certain Marketing Agreement of even date herewith.

7.2 Judson agrees to cooperate with Andigo to actively market the Judson Card through commercially viable means. Judson agrees that it will obtain prior written approval from Andigo for the use of all marketing materials, including the form and content of such marketing materials as well as the proposed media to be utilized, relating to the promotion of the Judson Card (including the use of Andigo's name, logo, trademarks, etc.) developed by or for Judson in any marketing effort whether or not such marketing is contemplated by or undertaken pursuant to this Agreement.

7.3 (a) Each of the parties will appoint one relationship manager (each, a "Program Manager"). Each of the two Program Managers will serve as the principal point of contact for the other party on Program related issues and will lead the Program Manager's respective team in executing the obligations of its party under this Agreement, including, without limitation, developing and documenting each Marketing Plan. Each Party will have appointed its initial Program Manager no later than 15 days after the Effective Date. Within 45 days after the Effective

Date, Judson and Andigo will establish a committee (the "Marketing Committee") for the purpose of reviewing and advising the Program Managers regarding existing Marketing Plans, proposed revisions to Marketing Plans and other matters regarding the performance and operation of the Program. The Marketing Committee will be comprised of the Program Managers and any other designated representatives or employees representing each party, if any. The Marketing Committee may meet in person, via telephone or video conference, or in any combination thereof. The Marketing Committee will meet quarterly during each year. In the event a majority of the full Marketing Committee cannot reach agreement on a matter of significance to the Program, such matter will be elevated to a senior executive of Andigo and a senior executive of Judson, who shall confer on such matter within a reasonable time and shall in good faith attempt to resolve such matter. Any such resolution by the senior executives will be deemed to be the action and approval of the Marketing Committee for purposes of this Agreement. In the event the senior executives cannot reach a resolution of the matter, such matter will be deemed to be rejected by the Marketing Committee.

(b) Prior to each of the first meetings of the Marketing Committee in each year (and initially within the 120-day period after the Effective Date), the Program Managers will prepare a mutually-agreeable plan (each a "Marketing Plan") that sets forth the parties' marketing strategies for each year. Each Marketing Plan should include proposed solicitation, origination and retention strategies and communication methods (e.g., print solicitation methods, electronic solicitation methods, premium promotions, prospective event marketing opportunities, etc.). Each Marketing Plan should also include a marketing calendar setting forth the proposed dates for completing the proposed marketing initiatives and a projected budget for the applicable Marketing Plan.

(c) During each meeting of the Marketing Committee, the Program Managers will, as the case may be, present the upcoming year's Marketing Plan, or provide a quarterly review of the then-current year's Marketing Plan, as well as update the Marketing Committee on, among other matters, portfolio performance metrics, existing marketing efforts and, to the extent available, industry news and information regarding industry best practices and marketing trends; and the Marketing Committee will endeavor to provide the Program Managers guidance and recommendations regarding the Marketing Plan, as well as other short- and long-term marketing strategies, intended to maximize the origination of new Accounts and the revenues generated for the parties through the origination and retention of the existing Accounts.

(d) Notwithstanding the foregoing, neither the Marketing Committee nor the Program Managers will be authorized to amend any terms of this Agreement; and any amendments, modifications and substitutions to this Agreement proposed under any Marketing Plan, will not be effective to bind either party hereto except and to the extent expressly intended to be an amendment to this Agreement signed by authorized representatives of Judson and Andigo in accordance with this Agreement.

(e) Notwithstanding the provisions of this Agreement providing, or allowing, for the mutual consent of the parties, Andigo shall have sole discretion and final decision-making authority with respect to the form and content of all solicitations for, and promotions of, the Judson Cards and Accounts as well as communications with Accountholders and prospective Accountholders (including, without limitation, all marketing materials, statements, cardholder agreements, adverse action letters and other communications required to service the Accounts),

and notwithstanding that such materials contain Judson Marks, but Andigo shall have such discretion and decision-making authority only to the extent necessary to ensure compliance with Applicable Laws and Visa Rules, as determined by Andigo in its sole and absolute discretion, such determination to be provided to Judson in writing, upon request by Judson.

7.4 Within 30 business days of the Effective Date of this Agreement, Judson shall provide to Andigo the Member List in an electronic format acceptable to Andigo. In addition to the other marketing efforts in this Agreement, Judson shall allow Andigo to directly market and solicit the Members on the Member List in accordance with Applicable Law for the purpose of marketing the Judson Card. Upon thirty (30) business days' prior written notice, Judson shall tender to Andigo an update to the Member List in an electronic format acceptable to Andigo, provided however, that Judson shall not be obligated to provide an update to the Member List more than twice in any Program Year.

7.5 Judson shall not provide, sell, transfer or assign the Member List, any part thereof or any similar list of Members to any other third party or entity that may or reasonably may use, sell, transfer or assign the Member List for the purpose of marketing and soliciting similar services as Andigo, including but not limited to credit card services and financial services.

ARTICLE 8. Andigo Rights and Responsibilities

8.1. In accordance with Article 7, Andigo shall design, develop and administer the Program for the Members.

8.2 Andigo shall design all advertising, solicitation and promotional materials with regard to the Program. Andigo reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Judson.

8.3 Andigo shall bear all costs of producing all materials for the Program.

8.4 Andigo shall make all credit decisions and shall bear all credit risks with respect to each Account(s) independently of Judson. Andigo shall at all times be solely responsible for protecting the confidentiality of its Account information in its custody and control, in accordance with Applicable Law. Andigo shall maintain such Account information in a secure manner to prevent unauthorized access or disclosure.

8.5 Andigo shall use the Member Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Member Lists to use them for any other purpose. Andigo shall have the sole right to designate Members on these Member Lists to whom promotional material will not be sent. Upon termination of this Agreement, the Member List(s) shall remain the sole property of Judson. However, notwithstanding anything in this Agreement to the contrary, Andigo may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Andigo's own files and shall not be subject to this Agreement; provided however that Andigo will not use this separate information in a manner that would imply an endorsement by Judson. Andigo shall use telephone numbers contained in Member List in accordance with the Do Not Call Provisions of the Federal Trade Commission's

Telemarketing Sales Rule guidelines.

ARTICLE 9. Proprietary Property

9.1 Both parties individually acknowledge and agree that the other party has and owns or uses certain names, trade names, trademarks, symbols, copyright marks, logos, designs, service marks, signs, processes, procedures and trade secrets including but not limited to the Andigo Proprietary Property and the Judson Proprietary Property (collectively, the "Proprietary Property") at the Effective Date and that each party may have access to or possession of such Proprietary Property during the Initial Term or a Renewal Term of this Agreement; and each further acknowledges and agrees that any Proprietary Property developed by the other party during the Initial Term or any Renewal Term of this Agreement shall, at all times be considered, held and included in the collective definition of Proprietary Property and will be owned by and remain the Proprietary Property of the other party during the term of this Agreement and at all times thereafter. Except as otherwise specifically provided in this paragraph, each party will at all times, both during and after the term of this Agreement, retain sole right, title and interest in and to all Proprietary Property created by it prior to entering into or during the Initial Term or any Renewal Term of this Agreement.

9.2 Upon termination of this Agreement, Andigo shall cease to use the Judson Marks. Andigo agrees that upon such termination it will not claim any right, title, or interest in or to the Judson Marks. Upon termination of this Agreement, Andigo shall not attempt to cause the removal of Judson's identification or Judson Marks from any person's credit devices or records of any customer existing as of the effective date of termination of this Agreement including but not limited to existing Judson Cards. Andigo agrees that it will not seek or obtain any trademark or other protection or take any other action, which might affect Judson's ownership of any of the rights in the Judson Marks. Andigo understands and agrees that its use of the Judson Marks shall inure to Judson's exclusive benefit and that Andigo will not acquire any rights by virtue of any use Andigo may make of the Judson Marks, other than as specifically set out in this Agreement.

9.3 Andigo agrees that all uses of the Judson Marks shall bear such proprietary trademark rights notices of Judson as Judson may reasonable direct. All rights not specifically granted by Judson are reserved.

9.4 Upon termination of this Agreement, Judson shall cease to use the Andigo Marks. Judson agrees that upon such termination it will not claim any right, title, or interest in or to the Andigo Marks. Upon termination of this Agreement, Judson shall not attempt to cause the removal of Andigo's identification or Andigo Marks from any person's credit devices, checks or records of any Andigo customer existing as of the effective date of termination of this Agreement including but not limited to the Judson Cards. Upon termination of this Agreement, Judson agrees that it will no longer publish, distribute or authorize the use of any marketing or other material bearing any Andigo Mark. Judson agrees that it will not seek or obtain any trademark or other protection or take any other action, which might affect Andigo's ownership of any of the rights in the Andigo Marks. Judson understands and agrees that its use of the Andigo Marks shall inure to Andigo's exclusive benefit and that Judson will not acquire any rights by virtue of any use Judson may make of the Andigo Marks, other than as specifically set out in this Agreement.

9.5 Judson agrees that all uses of the Andigo Marks shall bear such proprietary trademark rights notices of Andigo as the Andigo may reasonable direct. All rights not specifically granted by Andigo are reserved.

ARTICLE 10. Confidentiality. Part A: Confidential Information

10.1 The party receiving Confidential Information of the other party must provide the same care to avoid disclosure or unauthorized use of the Confidential Information as it provides to protect its own similar confidential information, but in no event less than commercially reasonable care.

10.2 All Confidential Information, unless otherwise agreed in writing: (a) shall not be copied, distributed, disclosed, or disseminated in any way or form by receiving party without the prior written consent of the disclosing party; (b) shall be used by the receiving party only in connection with the performance of its obligations under this Agreement, unless otherwise consented to in writing by the disclosing party, except as required to provide the services; (c) shall remain the property of and be returned together with all copies of such information, to the disclosing party or destroyed after the receiving party's need for it has expired or upon request of the disclosing party, and, in any event, upon expiration or termination of this Agreement. At the request of the disclosing party, the receiving party will furnish a certificate of an officer of the receiving party certifying that Confidential Information not returned to disclosing party has been destroyed. Notwithstanding the above, the receiving party may retain a copy of the Confidential Information for regulatory reasons.

10.3 The parties agree that the term "Confidential Information" does not include information which: (a) has been or may in the future be published or is now or may in the future be otherwise in the public domain through no fault of the receiving party; (b) prior to disclosure pursuant to this Agreement is property within the legitimate possession of the receiving party; (c) subsequent to disclosure pursuant to this Agreement is lawfully received from a third party having rights in the information without restriction of the third party's right to disseminate the information and without notice of any restriction against its further disclosure; (d) is independently developed by the receiving party through parties who have not had access to such Confidential Information; or (e) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental agency.

Part B: Confidential Customer Information

10.4 The parties agree that the term "Confidential Customer Information" as used herein shall mean all nonpublic personal information as that term is used in the Gramm-Leach-Bliley Act ("GLB"), (15 U.S.C. §§6801-6809) all "consumer information" as that term is used in the Fair and Accurate Credit Transactions Act of 2003 ("FACT Act") (15 U.S.C. §1681 et seq.) and any and all privacy regulations, guidelines and interpretations thereof adopted pursuant thereto by the appropriate regulatory authorities. An "Andigo Customer" as used herein includes an Accountholder.

10.5 While it is contemplated that Judson will neither be furnished nor receive Confidential Customer Information, should Judson come into possession of any Confidential

Customer Information, Judson agrees that it will not use or disclose such Confidential Customer Information that it receives or obtains from Andigo other than is necessary to carry out the purposes of this Agreement.

10.6 Judson agrees that it will not disclose any Confidential Customer Information to any third- party except those who have a need to know and only to enable Judson to provide the services under this Agreement and only to such third parties who have assumed confidentiality obligations consistent with those provided for herein.

10.7 Judson agrees that it has in place certain security measures to protect the Confidential Customer Information and further agrees that it will implement such additional security measures and use such additional care as may be required to continually preserve and protect the Confidential Customer Information of Andigo's Customers throughout the term of the Agreement and for such time beyond the term of the Agreement as it has in its possession any Confidential Customer Information of Andigo's Customers.

10.8 Judson agrees, as it deems reasonably required, to train its employees and staff regarding the need to keep the Confidential Customer Information of Andigo's Customers from being used or disclosed other than for purposes of fulfilling the Agreement and to continually monitor its procedures, safeguards and training to protect the Confidential Customer Information.

10.9 Judson agrees to notify Andigo immediately upon discovery of any loss, unauthorized use or improper disclosure of Confidential Customer Information and to notify Andigo of any demand, including any form of legal proceeding or process, made upon it for access to or disclosure of any Confidential Customer Information.

10.10 Judson agrees that Andigo has the right to periodically review the security measures employed by Judson to determine or verify Judson's compliance with its obligations under this Agreement and the right to pursue whatever legal remedies it has, including seeking equitable relief, to enforce the provisions hereof.

10.11 Judson agrees to indemnify Andigo from and against all claims, demands, losses, damages, liabilities, lawsuits, costs and expenses, including attorneys fees, asserted against or incurred by, Andigo or for which Andigo is exposed for any loss, unauthorized use or improper disclosure of Confidential Customer Information due to the actions, inactions or negligence of Judson.

10.12 When disposing of any Confidential Customer Information, whether upon termination of this Agreement or as otherwise directed by Andigo, Judson agree to either return to Andigo the media upon which such Confidential Customer Information is stored by Judson, whether in a tangible or electronic form, or destroy the media in such a manner so that the information cannot be read or reconstructed.

Part C: General Provisions

10.13 The parties agree that monetary damages will be difficult to ascertain in the event of any breach of this Section, and that monetary damages alone would not be sufficient to compensate a party for such breach. The parties agree that in the event of violation of this Article,

without limiting any other rights and remedies, an injunction may be brought against any party who has breached or threatened to breach this Article, without the requirement to post bond.

10.14 The obligations in this Article 10 shall survive the termination of this Agreement and will remain an obligation of each party.

ARTICLE 11. Indemnity

11.1 (a) Judson hereby agrees that it shall defend, indemnify, and hold harmless Andigo and its affiliates, subsidiaries, directors, officers, employees, agents, and representatives from and against any and all liability, claims, damages, judgments, settlements, demands, fees, costs, and expenses (including reasonable attorney fees) to the extent that the same are the result of the negligence or willful misconduct of Judson, its agents, employees or representatives, or arising out of the performance or non-performance by Judson of its obligations under this Agreement. Upon becoming aware of a claim or potential claim covered by this indemnification provision, Andigo shall promptly notify Judson thereof in writing. Judson shall, at all times, have sole control over the defense, negotiation, settlement, and appeal strategy of any claim or suit. Andigo shall be entitled to participate in the defense of such claim or suit with separate counsel, but at Andigo's own expense. Judson shall cause Andigo to be kept fully apprised of all material developments in the defense of any such claim or suit.

(b) Judson agrees that it shall defend, indemnify, and hold harmless Andigo and its affiliates, subsidiaries, directors, officers, employees, agents, and representatives from and against any and all Losses arising out of or connected with any third party Infringement Claim based on the use or sale of the services, products, programs, systems, and/or materials ("Product"). "Infringement Claim" means any claim or action asserting that Andigo infringes, violates, or misappropriates any Judson University patent, copyright, trademark, trade dress, trade secret, or other alleged proprietary right. "Losses" means all direct costs, expenses, damages, and liabilities, including, but not limited to, compensatory damages, enhanced damages, attorneys' fees, and other losses including, without limitation, court costs, reasonable attorney fees and disbursements and the expenses of enforcing this provision. 11.2 Judson shall have no liability to Andigo or any Accountholder for any of the operating or credit functions of the Judson Accounts, including any responsibility for Accountholder delinquency or Accountholder disputes with Andigo.

11.3 Andigo agrees that it shall defend, indemnify, and hold harmless Judson and its affiliates, subsidiaries, directors, officers, employees, agents, and representatives from and against any and all claims arising out of or resulting from the negligence or willful misconduct of Andigo, its agents, employees or representatives, or arising out of the performance or non-performance by Andigo of its obligations under this Agreement. Upon becoming aware of a claim or potential claim covered by this indemnification provision, Judson shall promptly notify Andigo thereof in writing. Andigo shall, at all times, have sole control over the defense, negotiation, settlement, and appeal strategy of any claim or suit. Judson shall be entitled to participate in the defense of such claim or suit with separate counsel, but at Judson's own expense. Andigo shall cause Judson to be kept fully apprised of all material developments in the defense of any such claim or suit.

11.4 The parties agree that the provisions of this Article 11 shall survive the termination of this Agreement.

ARTICLE 12. Exclusive Provider

12.1 During the Initial Term or any Renewal Term of this Agreement, Judson agrees that Andigo will be the exclusive provider of the Judson Card to Accountholders and potential Accountholders and that Judson will not enter into any agreements which will be effective prior to the termination of this Agreement with any other person or company to offer, or make available, to any existing or potential Accountholders or any Members any charge card or open revolving credit card accounts, nor enter into any agreement with any other company which is in the nature of a royalty payment agreement for the marketing or solicitation of charge card or revolving credit card accounts.

ARTICLE 13. Notices

13.1 Except for invoices and billing related communications, any notice required or permitted to be given hereunder by either party to the other shall be in writing, shall be deemed given and effective when: (a) hand delivered; (b) three (3) Business Days following deposit if sent by first class or certified United States mail, postage prepaid, or (c) one (1) Business Day following deposit with any recognized overnight courier that produces written evidence of delivery, addressed as follows:

(a) To Judson at:
Judson University
1151 N. State Street
Elgin, Illinois 60123
Attention: DEVLIN DONALDSON

(b) To Andigo at:
Andigo
1205 E. Algonquin Road
Schaumburg, Illinois
Attention: Jean Theis

or at any other address that may be given by one party to the other by notice pursuant to this Article.

ARTICLE 14. Force Majeure

14.1 Any party's delay in, or failure of, performance under this Agreement shall be excused where such delay or failure is caused by an act of nature, fire, or other catastrophe, enemy, hostile governmental or terrorist action, electrical, computer software or mechanical failure, work stoppage, delays or failure to act of any carrier or agent, direction or effect of an order from a court or government agency or body, or any other such cause beyond a party's direct control. Any party seeking to be excused for a delay in performing any obligation due to force majeure must promptly notify the other party of the same, exercise reasonable efforts to minimize the delay in performing such obligation, and to keep the other party regularly apprised of its efforts and expected resolution of the cause for the delay.

ARTICLE 15. Assignment

15.1 This Agreement may not be assigned by either party without prior written consent of the other party; provided, however, such consent shall not be required in the event this Agreement, or any rights or obligations hereunder, is assigned by a party to a person or entity which is an Affiliate of that party; provided, further, that, the assignee's financial condition is substantially similar to (or better than) the financial condition of the assigning party and the scope of the services is not materially altered. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns. An Affiliate of, or person affiliated with, a specified party shall mean a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.

ARTICLE 16. Severability

16.1 If any provision, or portion thereof, of this Agreement is invalid under applicable statute or rule of law, it is only to that extent to be deemed omitted.

ARTICLE 17. Waiver

17.1 No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom it is sought to enforce the waiver, amendment or modification. A single waiver by a party shall not act as, nor shall it be deemed to constitute, an ongoing waiver of the same provision.

ARTICLE 18. Amendment

18.1 This Agreement may be amended only by an instrument in writing, executed by Judson and Andigo.

ARTICLE 19. Governing Law

19.1 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

ARTICLE 20. Waiver of Jury Trial

20.1 Each party to this Agreement hereby waives the right to any jury trial in any action, proceeding, or counterclaim brought by one party against any other party.

ARTICLE 21. Jurisdiction and Venue

21.1 Each party to this Agreement consents and agrees that any dispute under this Agreement will only be brought in any state or federal court having a situs in Cook County, Illinois, hereby consents and agrees to jurisdiction and venue therein and hereby waives any defenses thereto including but not limited to *forum non conveniens*.

ARTICLE 22. Entire Agreement

22.1 This Agreement and the Attachments A, A1 and B incorporated herein constitutes the entire agreement between Andigo and Judson.

[Signature Page Follows]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

Andigo Credit Union, an Illinois chartered credit union

Judson University, A Baptist Institution

By: Jean Hein
Its: EVP/COO
Name: Jean Theis

By: [Signature]
Its: SR. VP FOR EXTERNAL RELATIONS
Name: DEVLIN DONALDSON

ATTACHMENT "A"

JUDSON VISA PLATINUM CASH BACK CARD ISSUED BY ANDIGO

1. Qualified Members of Judson will be issued a Judson Card with one or more Judson Marks included on the face of the cards, as acceptable to Visa in accordance with any Visa Rules.

2. Subject to the terms of the Cardholder Agreement, Andigo shall initially make available a card with an interest rate as more particularly described on Attachment "A1" subject to credit underwriting based on statistically valid determinants of credit risk derived during the credit underwriting process. The precise terms and conditions of the Cardholder Agreement will be consistent with rates and terms offered on other Visa Platinum Cash Back Credit Cards as described on Attachment "A1" and this Attachment "A", provided however the Judson Card and the terms and conditions thereof are subject to change by Andigo or Visa without notice to Judson so long as no notice is required under Applicable Law.

3. In accordance with the terms and conditions of the Cardholder Agreement for Visa Platinum Cash Back credit cards customarily issued by Andigo, (the precise terms and conditions of which will control) the Accountholder may be reimbursed for up to one percent (1.0%) of Eligible Purchases ("Cash Back") without limit as to the amount of Cash Back a particular Accountholder can earn on Eligible Purchases and without a minimum requirement of Eligible Purchases. In addition to the Cash Back, up to one quarter percent (0.25%) of Eligible Purchases made by an Accountholder will be paid to Judson as a Royalty under this Agreement as more particularly described on Attachment "B". "Eligible Purchases" shall mean net purchases (purchases less credits, returns and adjustments) made by an Accountholder, or someone authorized by the Accountholder. The following transactions are not considered "Eligible Purchases": balance transfers, cash advances, fees, interest charges, fraudulent transactions and certain other charges.

4. In accordance with the terms and conditions of the Cardholder Agreement for Visa Platinum Cash Back credit cards customarily issued by Andigo, (the precise terms and conditions of which will control), a particular Accountholder will have no liability for fraud with the Andigo Credit Union Total Protection Guarantee Program.

5. In accordance with the terms and conditions of the Cardholder Agreement for Visa Platinum Cash Back credit cards customarily issued by Andigo, (the precise terms and conditions of which will control),

6. All credit decisions, including but not limited to the initial approval of accounts, the establishment of credit lines and the closing of accounts, shall be within the exclusive discretion of Andigo.

7. As the grantor of credit, Andigo assumes all credit risks and reserves the right to modify pricing referenced in paragraph 2, above, consistent with its underwriting criteria, prevailing economic and market forces, and Applicable Law.

8. The Cardholder Agreement, which governs the terms of credit extension and which is provided to Accountholders at the time of issuance of a Judson Card will reflect the terms provided herein; except nothing contained herein shall preclude Andigo from including in such Cardholder Agreement its standard contractual terms including, without limitation, those terms relating to liability, default, cancellation, governing law, calculation of finance charge, payment application, surrender and other terms as appropriate.

ATTACHMENT "A1"



1205 E Algonquin Road
 Schaumburg, IL 60196
 847.576.5199
 Toll-free: 877.270.6392
 mecu.org



VISA PLATINUM/VISA PLATINUM REWARDS/
 VISA PLATINUM CASH BACK
 APPLICATION AND SOLICITATION DISCLOSURE

Interest Rates and Interest Charges	
<p>Annual Percentage Rate (APR) for Purchases</p>	<p>Visa Platinum 0.00% Introductory APR for a period of six billing cycles . After that your APR will be 9.90% to 18.90% based on your creditworthiness.</p> <p>Visa Platinum Rewards 0.00% Introductory APR for a period of six billing cycles . After that your APR will be 11.90% to 20.90% based on your creditworthiness.</p> <p>Visa Platinum Cash Back 0.00% Introductory APR for a period of six billing cycles . After that your APR will be 10.49% to 19.49% based on your creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
<p>APR for Balance Transfers</p>	<p>Visa Platinum 0.00% Introductory APR for a period of six billing cycles After that your APR will be 9.90% to 18.90% based on your creditworthiness.</p> <p>Visa Platinum Rewards 0.00% Introductory APR for a period of six billing cycles . After that your APR will be 11.90% to 20.90% based on your creditworthiness.</p> <p>Visa Platinum Cash Back 0.00% Introductory APR for a period of six billing cycles . After that your APR will be 10.49% to 19.49% based on your creditworthiness. This APR will vary with the market based on the Prime Rate.</p>
<p>APR for Cash Advances</p>	<p>Visa Platinum 9.90% to 18.90% when you open your account, based on your creditworthiness.</p> <p>Visa Platinum Rewards 11.90% to 20.90% when you open your account, based on your creditworthiness.</p> <p>Visa Platinum Cash Back 10.49% to 19.49% when you open your account, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.</p>

How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
Fees	
Transaction Fees	
- Cash Advance Fee	\$5.00 or 3.00% of the amount of each cash advance, whichever is greater
- Foreign Transaction Fee	2.00% of each transaction in U.S. dollars
Penalty Fees	
- Late Payment Fee	Up to \$20.00
- Returned Payment Fee	Up to \$25.00

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Promotional Period for Introductory APR: The Introductory APR for purchases will apply to transactions posted to your account during the first six billing cycles following issuance of your card. The Introductory APR for balance transfers will apply to transactions posted to your account until the seventh billing cycle.

Effective Date:

The information about the costs of the card described in this application is accurate as of December 30, 2015. This information may have changed after that date. To find out what may have changed, contact the Credit Union.

OTHER DISCLOSURES

Late Payment Fee	\$20.00 or the amount of the required minimum payment, whichever is less, if you are one or more days late in making a payment.
Returned Payment Fee	\$25.00 or the amount of the required minimum payment, whichever is less.
Document Copy Fee	\$12.00
Rush Fee	\$15.00
Emergency Card Replacement Fee	\$150.00
Card Recovery Fee	\$65.00
Representative-Assisted Expedited Payment Fee	\$5.00

ATTACHMENT "B" COMPENSATION

Andigo shall pay Judson Compensation as follows:

1. Royalty fees:

- a. The period commencing on the Effective Date and continuing to August 31st of the same year and the periods of each successive year between September 1st to August 31st of the following year shall each individually be referred to as "Royalty Payment Period" and collectively as the "Royalty Payment Periods".
- b. The amount of the Royalty paid to Judson after each Royalty Payment Period shall be up to one quarter percent (0.25%) of Eligible Purchases for all Accountholders of the Judson Card for the applicable Royalty Payment Period (provided no party has terminated this Agreement prior to the expiration of the applicable Royalty Payment Period in which case the Royalty will be based upon the Eligible Purchases during the period from the beginning of the applicable Royalty Payment Period to the effective date of the termination of this Agreement).
- c. Andigo will pay to Judson the Royalty for a specific Royalty Payment Period on or before 30 days after the applicable Royalty Payment Period has expired.
- d. Andigo shall pay to Judson the Royalty payment via wire transfer to an account designated by Judson in writing.