

SPONSORSHIP AND LICENSING AGREEMENT

This Sponsorship and Licensing Agreement (this “Agreement”) is made and entered into by and between Boeing Employees’ Credit Union, a Washington state-chartered credit union, having its principal place of business in Tukwila, Washington (“BECU”), and the University of Washington, a Washington State agency and Institution of Higher Education (“UW”). BECU and UW may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the UW is a world-renowned institution of higher education; and

WHEREAS, BECU offers certain financial products and services, and has a prominent relationship with the Pacific Northwest region as a financial institution with a positive image in the community with demonstrated integrity and commitment to the mission of the UW; and

WHEREAS, the Parties executed a Sponsorship Agreement, commencing on July 1, 2018, and expiring on June 30, 2023; and wish to continue the mutually-beneficial relationship; and

WHEREAS, the Parties are interested in entering into this Agreement to support the goals and mission of the UW and provide BECU with certain enumerated sponsorship privileges within the financial institution category within the UW; and

WHEREAS, the Parties desire that BECU, in consideration of the rights, fees and other good and valuable consideration to be provided by BECU hereunder, be granted certain enumerated sponsorship, promotional, media, and other rights and entitlements relating to UW (collectively, the “Partnership Privileges”).

WHEREAS, the Parties also desire to simplify the implementation and acquisition of the Partnership Privileges by designating the UW Sponsorship Office as the primary contact for BECU in relation to this Agreement, with the understanding that UW shall work internally and with third party partners to arrange for acquisition and fulfillment of the Partnership Privileges in lieu of BECU working with multiple UW departments and non-UW entities to acquire them independently. Where appropriate, UW shall arrange for direct communications between BECU and those UW departments and non-UW entities for purposes of fulfillment of the Partnership Privileges.

WHEREAS, the Parties also desire to facilitate a license to BECU for (a) use of UW Trademarks (defined below) for an Affinity Card Program and Debit Card Program (both defined below respectively), and (b) management of the Affinity Card Program and a Debit Card Program, where (1) the royalties to UW, and certain third parties, for granting such a license is combined with the sponsorship fees paid by BECU under this Agreement, and (2) the Affinity Card Program and Debit Card Program rights are coordinated centrally through UW, with certain third party partners, in conjunction with the Partnership Privileges.

WHEREAS, UW and BECU do not intend to enter into a partnership under Washington state law, but wish to refer to their relationship as a “non-exclusive financial institution category marketing partnership;” and

WHEREAS, UW and BECU intend that payments under this agreement shall be considered Qualified Sponsorship Payments and royalty payments under the Internal Revenue Code of 1986, and the regulations thereunder, (as amended); and

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I – TERM

Section 1.1 Term. This Agreement shall commence upon July 1, 2023, (the “Commencement Date”) for purposes of the rights and entitlements conveyed herein, and, unless earlier terminated in accordance with the terms and conditions set forth herein, shall expire on June 30, 2029, (the “Expiration Date”). Unless properly terminated or amended in accordance with the provisions of this Agreement, the period from the Commencement Date to the Expiration Date shall constitute the term of this Agreement (the “Term”). A “Contract Year” shall mean the twelve (12) month period commencing July 1 and ending the following June 30. Each Contract Year shall be numbered to correspond to the period specified as follows:

<u>Contract Year</u>	<u>Period</u>
Contract Year One	Commencement Date – June 30, 2024
Contract Year Two	July 1, 2024 – June 30, 2025
Contract Year Three	July 1, 2025 – June 30, 2026
Contract Year Four	July 1, 2026 – June 30, 2027
Contract Year Five	July 1, 2027 – June 30, 2028
Contract Year Six	July 1, 2028 – June 30, 2029 (Expiration Date)

Section 1.2 Renewal. This Agreement may be renewed for an additional one (1) year period upon mutual written agreement of the parties at least sixty (60) days prior to the expiration of the initial Term, in accordance with the terms and conditions of this Agreement, unless otherwise agreed upon by the Parties.

Section 1.3 Termination. Subject to a UW Default or BECU Default (both defined below, respectively), a Party may terminate this Agreement should the other Party breach a material term or condition of this Agreement and not cure such breach within thirty (30) days after receipt of written notice of such breach. If the defaulting party does not cure such breach within thirty (30) days after receipt of notice, the non-defaulting party may terminate this Agreement.

Section 1.4 Continued Use of Affinity Card Program and a Debit Card Program after Termination. Following termination of this Agreement, BECU may continue to allow its members to use Affinity Card Program and a Debit Card Program co-branded with UW Trademarks until

such time that each member's card is subject to renewal and reissue. UW agrees that BECU's license to use the UW Trademarks set forth in Section IV below will continue after termination of this Agreement until all such BECU/UW co-branded cards are no longer in use by BECU members.

ARTICLE II – FEES & OTHER CONSIDERATION

Section 2.1 Fees. In exchange for the Partnership Privileges and the rights related to the Affinity Card Program and Debit Card Program, BECU shall pay fees and provide certain enumerated benefits to UW in accordance with the schedule and provisions set forth within Exhibit A attached hereto and by this reference incorporated herein (collectively, the "Fees"). All payments by BECU shall be delivered to the University of Washington Sponsorship Office (See Section 10.11 below). Unless otherwise explicitly indicated in this Agreement or a separate written agreement, the Fees are the only consideration payable by BECU to UW for the Partnership Privileges.

ARTICLE III – PRIVILEGES & CARD PROGRAMS

Section 3.1 Partnership Privileges. Throughout the Term, UW shall provide to BECU, and BECU shall be entitled to, the Partnership Privileges described and enumerated within Exhibit B, attached hereto and by this reference incorporated herein. BECU shall not be entitled to any right or privileges beyond what is enumerated within Exhibit B unless otherwise explicitly indicated in this Agreement or a separate written agreement.

Section 3.2 Partnership Privileges Held by Third Parties. Notwithstanding the foregoing, the Parties agree and acknowledge that certain Partnership Privileges described in Exhibit B require UW to transact with third parties independently of this Agreement. For example, certain Partnership Privileges are exclusively controlled by the University of Washington Alumni Association (the "UWAA") and Learfield, both separate legal entities from UW as of the Commencement Date of this Agreement. UW's agreements with the UWAA and Learfield, or agreements with any other third party, are not incorporated into this Agreement in any way. Further, such third party entities are not parties to this Agreement between UW and BECU. Similarly, BECU may contract with certain third party entities when implementing such Partnership Privileges received by UW, such third party entities are not parties to this Agreement between BECU and UW. For example, BECU may contract with a third party to develop ideas for promotions and advertising. In addition, BECU contracts with a third party to produce BECU's debit and credit cards.

UW shall either: (1) Acquire any Partnership Privileges described in Exhibit B that are held or controlled, during the Term, by a third party and manage those agreements independently of this Agreement ("Independent Agreements"); or (2) If UW is unable to acquire any one or more of the Partnership Privileges, or if they become unavailable during the Term, in each case following UW's use of reasonable efforts to obtain such Partnership Privileges on behalf of BECU, UW may offer BECU benefits or privileges of similar value, provided that BECU will have the right, in its sole discretion, to accept or reject such offer and to request other benefits or privileges of similar value. Any disputes regarding the value of an unavailable Partnership Privilege must first be

addressed via prompt (i.e. within 30 days of the Parties being aware of the dispute) and good faith negotiations between the Parties. Should such good faith negotiations fail, an independent third party expert jointly hired by BECU and UW shall determine such value and any excess or shortfall gap resulting from UW's inability to acquire any of the Partnership Privileges. In the event the Parties cannot in good faith agree on benefits or privileges of similar value, the UW may, at its option, either (a) provide a pro-rata refund of Fees paid for the corresponding Contract year, or (b) apply a credit to Fees due by BECU for the following Contract Year.

Independent Agreements have been executed prior to the execution of this Agreement to facilitate availability of Partnership Privileges. One such Independent Agreement, an agreement between UW and Learfield, is attached for reference only as Exhibit E. Another such Independent Agreement, between UW and UWAA is attached for reference only as Exhibit F.

Section 3.3 Geographic Scope. The Parties recognize and acknowledge that the rights, obligations and privileges provided for in this Agreement shall apply to the geographic locations as set forth below.

3.3.1 Covered Geographic Locations. This Agreement shall apply at the following locations:

3.2.1.1 Seattle Campus. Buildings, facilities, spaces, and property (hereinafter collectively referred to as "Property") owned and/or leased by UW and designated by UW, now or in the future, as being a part of the Seattle campus, provided that such Property shall not include the locations set forth below as an exclusion.

3.2.1.2 Bothell Campus. Property owned and/or leased by UW and designated by UW, now or in the future, as being a part of the Bothell campus, provided that such Property shall not include the locations set forth below as an exclusion.

3.2.1.3 Tacoma Campus. Property owned and/or leased by UW and designated by UW, now or in the future, as being a part of the Tacoma campus, provided that such Property shall not include the locations set forth below as an exclusion.

3.2.1.4 UW Medicine. UW Medical Center Montlake, UW Medical Center Northwest, and Harborview Medical Center, provided that such property shall not include the locations set forth below as an exclusion.

3.3.2 Geographic Locations Not Covered. This Agreement shall apply only to locations covered under Section 3.3.1 above. For example, and for the sake of clarity, this Agreement does not apply to the following locations:

3.2.2.1 Non-Campus Property. Property owned and/or leased by UW, but not designated by UW as being part of a UW campus.

3.2.2.2 The Metropolitan Tract. Located in downtown Seattle.

3.2.2.3 International Locations. Properties and affiliates that currently exist or arise after execution of this Agreement outside of the United States.

3.2.2.4 New Campus. Any new legislatively authorized branch campus.

3.2.2.5 Property Leased to Third Party. Property owned by UW, not located on a UW designated campus, and leased to a third party.

3.2.2.6 Research Field Stations: Research Field Stations and any other UW owned, occupied and operated facilities in the State of Washington. including but not limited to:

3.2.2.7 Olympic Natural Resources Center (Forks, WA)

3.2.2.8 Shared Facilities. Any facility or property UW shares with other separate entities (e.g. Facilities the UW-Bothell campus shares with Cascadia Community College).

3.2.2.9 UW Medicine. Any UW Medicine affiliate or partner other than UW Medical Center Montlake, UW Medical Center Northwest, and Harborview Medical Center. For example, but without limitation, this includes: Valley Medical Center, UW Physicians, any UW Medicine Neighborhood Clinic, Airlift Northwest, Fred Hutchinson Cancer Research Center, and the Children's University Medical Group (CUMG).

Section 3.4 BECU Marketing Rights. Only upon the prior written approval of the University, BECU will have the right to undertake promotions regarding financial services and ancillary services related to financial services, at or in connection with UW. Such approval shall be within the University's sole discretion and approval may be withheld in circumstances including, but not limited to, where: (a) a conflict would exist with UW's obligations to its existing exclusive corporate partners; (b) a joint promotion utilizes UW Marks with third party marks that are competitive to UW's exclusive corporate partners (including those of the UW Department of Intercollegiate Athletics); (c) use of third party names, trademarks, or logos are included in a promotion or joint promotion; and (d) the promotion would compromise the qualified sponsorship intent of this Agreement. In no manner shall a third party involved in a joint promotion with BECU pursuant to this section be construed, presented, or implied as a partner of, or endorsed by, UW. BECU shall own all promotional materials created in accordance with the terms of this Agreement.

Section 3.5 Affinity and Debit Card Programs.

Throughout the Term, BECU shall have the exclusive right to offer, manage, operate, and promote the following financial products:

"Affinity Card Program" – A consumer or business general purpose, unsecured, open-end, revolving credit card product and related Account, co-branded with BECU Marks and UW Marks pursuant to the definition and terms herein, and subject to the terms of the Account agreement with BECU. The Affinity Card Program shall not include rights related to an airline credit card product, and related account; and, UW shall retain the right to enter into an agreement with a third party to offer, manage, operate, and promote an airline credit card product co-branded with UW Marks.

"Debit Card Program" – A BECU-issued debit card product linked to a BECU checking Account for the purpose of making purchases, obtaining cash, and any other transactions generally

supported by BECU at its discretion, and which are co-branded with BECU Marks and UW Marks pursuant to the definition and terms herein, and subject to the terms of the Account agreement with BECU.

For purposes of this Agreement, the term “Account” shall mean an account opened by and issued to a BECU member by BECU pursuant to the member's application for a credit card or debit card/checking account, in accordance with BECU's then current policies and procedures.

The Parties agree and acknowledge that delivering certain aspects of the Affinity Card Program and the Debit Card Program require UW and BECU to transact with third parties independently of this Agreement. For example, regarding UW, as of the execution of this Agreement, certain multimedia rights related to the Debit Card Program are controlled by Learfield and certain rights related to the Affinity Card Program are controlled by the UWAA. UW's agreements with the UWAA and Learfield, or agreements with any other third party, are not incorporated into this Agreement in any way. Further, such third party entities are not parties to this Agreement between UW and BECU. As such, UW shall coordinate with such third parties and manage the terms, rights, and obligations related to the Affinity Card Program and the Debit Card Program under this Agreement centrally on their behalf. Similarly, BECU may contract with third party entities in the provision of the Affinity Card Program and the Debit Card Program on its behalf, such third party entities are not parties to this Agreement between BECU and UW. For example, BECU may contract with a third party to develop ideas for promotions and advertising. In addition, BECU contracts with a third party to produce BECU's debit and credit cards.

BECU shall deliver all Affinity Card Program and Debit Card Program card designs and all promotional and informational materials prepared by BECU that contain any UW Mark to UW prior to publication for UW's prior written consent which consent shall not be unreasonably withheld.

BECU shall pay for all costs associated with promoting, opening, maintaining, closing, and operating the programs and any related accounts.

BECU shall make all credit risk management decisions and shall bear all credit risks with respect to each Account related to this Agreement, independently of UW. Without limitation of the foregoing, BECU shall have sole discretion to determine: which, if any, credit or debit card shall be issued to a member or potential member; all credit limit assignments and adjustments with respect to any Account; whether to terminate, suspend or reactivate credit privileges on any Account; and the manner and method of collections to be pursued, if any, on any Account.

Any Account related to this Agreement shall be governed by the terms of Account agreements to be entered into between BECU members and BECU. Notwithstanding any other provision of this Agreement, (i) BECU shall have the right to amend the terms and conditions of such Account agreements at any time in its sole discretion; and (ii) BECU reserves the right to change any of the features and/or benefits of any Account related to this Agreement, the Affinity Card Program or the Debit Card Program, provided that prior written approval of UW is required in the event that such changes involve UW Marks, including the terms upon which new Accounts are marketed specifically to UW students, faculty, staff, or alumni, and/or to modify or add third party branding

to any product or feature of the Affinity Card Program or the Debit Card Program. BECU shall not change the terms and conditions of this Agreement based on this Section.

BECU is the sole and exclusive owner of any Account and related receivables, Account agreements and associated books and records, and all customer indebtedness and goodwill established thereunder related to this Agreement, and shall have all rights and powers with respect thereto as such owner, including all rights to engage in securitization and other financing operations. For the avoidance of doubt, the UW acknowledges and agrees that it does not possess any ownership interest in the Accounts related to this Agreement and/or the receivables generated thereunder.

The Parties agree to comply with all federal, state and local law to the extent that it is applicable to the performance of, or related to, this Agreement, including all laws and regulations relating to providers of the financial services offered by BECU and all laws, regulations, and standards related to the protection and security of any personal information gathered by BECU, such as the Gramm-Leach-Bailey Act and the Payment Card Industry Data Security Standards. For purposes of this Agreement, BECU will be considered the "issuer" of any Account and card product related to this Agreement as it pertains to electronic funds transfers to or from any such Account or card product and to the performance of any other financial transactions involving any such Account or card product.

BECU shall be responsible to the Account holder for any unauthorized or erroneous transaction involving the Affinity Card Program, Debit Card Program, and any related Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. UW shall not be responsible to BECU or to any person participating in, or related to, the Affinity Card Program, Debit Card Program, or any related Account for any liability arising from BECU's issuer responsibilities or for losses to any Account related to this Agreement.

ARTICLE IV – TRADEMARKS AND LICENSING

Section 4.1 BECU Use of UW Trademarks. UW hereby grants to BECU a limited, non-exclusive, non-transferable, non-sublicensable right, during the Term, to use and publish the UW Trademarks listed in Exhibit C (the "UW Trademarks" or "UW Marks"), attached hereto and incorporated herein, in any and all forms of media whether now or hereafter developed subject to the following:

- 4.1.1 Scope of Use: For the purpose of publicizing rights granted under this Agreement, promoting UW programs, marketing UW programs, and promoting the relationship between Parties.
- 4.1.2 Modification Prohibited. Modification or alteration of UW Trademarks is strictly prohibited. The UW Trademarks should not be obscured or changed in such a way which would dilute the integrity of the UW Marks or their brand recognition.
- 4.1.3 Approval of Use of UW Marks. To protect its valuable intangible property rights, all BECU and non-UW uses of UW Trademarks shall be approved in advance by

the UW Trademarks and Licensing Office in writing. Approval may be given on either a case-by-case basis or a blanket approval for ongoing use in a particular situation. Approval will not be unreasonably withheld. Notwithstanding the foregoing, BECU sharing, liking, reposting, retweeting, or engaging in such similar social media activity, of UW's social media sharing activities (e.g., retweeting, liking, tagging, and/or sharing posts or similar materials that display or otherwise involve UW Marks) will not require prior approval.

- 4.1.4 Merchandise Guidelines. BECU shall not be permitted to use the UW Trademarks for merchandise for resale or promotional giveaway (defined as any item that is available to customers, the public, or intended for any other commercial activity) unless the UW Trademarks are used in conjunction with BECU Trademarks and then the following rules apply:
- 4.1.4.1 The manufacturer of any merchandise covered hereunder must have a license with UW for use of UW Trademarks.
 - 4.1.4.2 Promotional items co-branded with BECU Trademarks and UW Trademarks distributed at UW events or as promotion of the sponsor relationship described herein, will not be subject to licensing royalties.
 - 4.1.4.3 Promotional items co-branded with BECU Trademarks and UW Trademarks distributed at retail will be subject to licensing royalties at 25% below the prevailing standard royalty rate.
 - 4.1.4.4 Sales of any co-branded merchandise that is not a promotional item, shall be subject to standard royalties (at 25% below the prevailing standard royalty rate) and guidelines as set by the UW Office of Trademarks and Licensing.
- 4.1.5 Ownership of UW Trademarks and Goodwill. BECU acknowledges: (1) UW's right, title, and interest in and to the UW Trademarks; (2) UW's exclusive right to use and license the use of the UW Trademarks; and (3) that the UW Trademarks have inherent and/or acquired distinctiveness. BECU agrees not to claim any title to the UW Trademarks or any right to use the UW Trademarks except as permitted by this Agreement. BECU shall include all notices and legends with respect to the UW Trademarks, as are or may be required by applicable federal, state, and local trademark and copyright laws or which may be reasonably requested by UW. Any and all rights to the UW Trademarks not specifically granted herein are reserved to UW.

BECU shall at no time adopt or use, without UW's prior written consent, any variation of the UW Trademarks or any other name, trademark, or other identifier of UW, including translations of any mark likely to be similar to or confusing with the UW Trademarks. BECU shall not contest or deny the validity or enforceability of the UW Trademarks or oppose or seek to cancel any registration by UW, or aid others in doing so, either during the Term of this Agreement or at any time thereafter. Any and all goodwill arising from BECU's use of the UW Trademarks

shall inure solely to the benefit of UW, and neither during, nor after the termination of this Agreement, shall BECU assert any claim to the UW Trademarks or such goodwill, or take any action that could be detrimental to the goodwill associated with the UW Trademarks or with the University.

Upon termination of this Agreement, all rights and licenses in the UW Trademarks conveyed by UW to BECU shall cease (subject to the wind down and termination provisions specified in this Agreement), and BECU shall have no further rights to use any promotional materials containing the UW Trademarks. The provisions of this Section shall survive any termination of this Agreement.

Notwithstanding the preceding paragraph, BECU may complete, use, and/or sell any work in progress and inventory of promotional materials that exist as of the Expiration Date, provided that (i) BECU pays any royalties due to UW with respect to such use or sale in accordance with the terms of this Agreement; and (ii) BECU will complete, use, and/or sell any work in progress and inventory of promotional materials within six (6) months after the Expiration Date. The Agreement and the Term shall be deemed extended during such wind down period solely for such purpose.

The provisions of this Section shall survive any termination of this Agreement.

Section 4.2 UW Use of BECU Marks. BECU hereby grants to UW a limited, non-exclusive, non-transferable, non-sublicensable right, during the Term, to use and publish the BECU Trademarks listed in Exhibit D (“BECU Trademarks” or “BECU Marks”), attached hereto and incorporated herein, in any and all forms of media whether now or hereafter developed subject to the following:

- 4.2.1 Scope of Use. For the purpose of publicizing rights granted under the Agreement, promoting UW events, UW athletic programs, marketing UW athletic programs, and promoting relationship between the Parties.
- 4.2.2 Modification Prohibited. Modification or alteration of BECU Trademarks is strictly prohibited. The BECU Trademarks should not be obscured or changed in such a way that would dilute the integrity of the BECU Marks or their brand recognition.
- 4.2.3 Approval of Use of Licensed Marks. To protect its valuable intangible property rights, all uses of BECU Trademarks shall be approved in advance by BECU in writing. Approval may be given on either a case-by-case basis or a blanket approval for ongoing use in a particular situation. Approval will not to be unreasonably withheld.
- 4.2.4 Merchandise Guidelines. If the BECU Trademarks are used on merchandise for resale or promotional giveaway the following rules will apply:
 - 4.2.4.1 The manufacturer of the product must be approved by BECU for use of BECU Trademarks.

4.2.4.2 Promotion items co-branded with UW Trademarks and BECU Trademarks, distributed at UW events, will not be subject to licensing royalties.

4.2.5 Ownership of BECU Trademarks and Goodwill. UW acknowledges (1) BECU's right, title, and interest in and to the BECU Trademarks; (2) BECU's exclusive right to use and license the use of the BECU Trademarks; and (3) that BECU Trademarks have inherent and/or acquired distinctiveness. UW agrees not to claim any title to the BECU Trademarks or any right to use the BECU Trademarks except as permitted by this Agreement. UW shall include all notices and legends with respect to the BECU Trademarks, as are or may be required by applicable federal, state, and local trademark and copyright laws or which may be reasonably requested by BECU. Any and all rights to the BECU Trademarks not specifically granted are reserved to BECU.

UW shall at no time adopt or use, without BECU's prior written consent, any variation of the BECU Trademarks or any other name, trademark, or other identifier of BECU, including translations of any mark likely to be similar to or confusing with the BECU Trademarks. UW shall not contest or deny the validity or enforceability of the BECU Trademarks or oppose or seek to cancel any registration by BECU, or aid others in doing so, either during the Term of this Agreement or at any time thereafter. Any and all goodwill arising from UW's use of the BECU Trademarks shall inure solely to the benefit of BECU, and neither during nor after the termination of this Agreement shall UW assert any claim to the BECU Trademarks or such goodwill, or take any action that could be detrimental to the goodwill associated with the BECU Trademark or with BECU.

Upon termination of this Agreement, all rights and licenses in the BECU Trademarks conveyed by BECU to UW shall cease (subject to the wind down provision below), and UW shall have no further rights to use any promotional materials containing the BECU Trademarks. The provisions of this Section shall survive any termination of this Agreement.

Notwithstanding the preceding paragraph, UW may complete, use, and/or sell any work in progress and inventory of promotional materials that exist as of the Expiration Date, provided that (i) UW pays any royalties due to BECU with respect to such use or sale in accordance with the terms of this Agreement; and (ii) UW will complete, use, and/or sell any work in progress and inventory of promotional materials within six (6) months after the Expiration Date. The Agreement and the Term shall be deemed extended during such wind down period solely for such purpose.

Section 4.3 Injunctive Relief. Subject to Article VI herein, the Parties acknowledge and agree that in the event of a breach or threatened breach by the respective Party of any provisions in the Agreement relating to either the BECU or UW Trademarks, the damage by the breaching Party to the other Party would be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate and, accordingly, either Party shall be entitled to seek injunctive relief against the other Party in addition to any other relief (including damages) available to them.

Section 4.4 Residual Appearance Not Affected. Nothing in this Agreement shall preclude the appearance of either Party's Trademarks (in connection with any sponsorship asset (e.g., field boards, media backdrop, etc.) in photographs and video footage of broadcasts in perpetuity taken by either Party or their agents when used for any reason related to this Agreement in any and all forms of media whether now or hereafter developed.

ARTICLE V – REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of UW. UW represents and warrants to BECU as follows:

- 5.1.1 Organization; Power and Authority. UW is an institution of higher education in Washington and is duly formed and validly existing in good standing under the laws of Washington and has full power and authority to carry on its operations now being conducted and to enter into the Independent Agreements contemplated by this Agreement.
- 5.1.2 Due Execution; Binding Agreement. The execution, delivery and performance of this Agreement by UW has been duly and validly approved by all necessary process of UW. This Agreement has been duly executed and delivered by UW and constitutes the valid and binding agreement of UW enforceable in accordance with its terms.
- 5.1.3 No Consents or Conflicts. The execution, delivery and performance by UW of this Agreement and the consummation by UW of the transactions contemplated hereby: (a) require no consent, waiver, agreement or approval of any person, entity or government body or official, and (b) do not and will not (1) contravene or conflict with or constitute a violation of Chapter 28B.20 RCW, (2) contravene or conflict with or constitute a violation of any provision of any law, regulation or rule binding upon or applicable to UW, or (3) result in a violation or breach of, or constitute a default under any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which UW is a party or any of its respective properties or assets may be bound, which conflict would prevent UW's ability to perform its obligations hereunder.
- 5.1.4 UW Trademarks. The UW Trademarks and BECU's use of the UW Trademarks in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right(s) of any third party.

Section 5.2 Representations and Warranties of BECU. BECU represents and warrants to UW as follows:

- 5.2.1 Organization; Power and Authority. BECU is a state chartered credit union duly organized and validly existing in good standing under the laws of Washington and has full power and authority to carry on its operations now being conducted and to consummate the transactions contemplated by this Agreement.

- 5.2.2 Due Execution; Binding Agreement. The execution, delivery and performance of this Agreement by BECU has been duly and validly approved by all necessary action of BECU. This Agreement has been duly executed and delivered by BECU and constitutes the valid and binding agreement of BECU enforceable in accordance with its terms.
- 5.2.3 No Consents or Conflicts. The execution, delivery and performance by BECU of this Agreement and the consummation by BECU of the transactions contemplated hereby: (a) require no consent, waiver, agreement or approval of any person, entity or government body or official, and (b) do not and will not (1) contravene or conflict with or constitute a violation of any provision of the BECU bylaws, Articles of Incorporation of BECU, or any other founding document related to BECU, (2) contravene or conflict with or constitute a violation of any provision of any law, regulation or rule binding upon or applicable to BECU, or (3) result in a violation or breach of, or constitute a default under any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which BECU is a party or any of its respective properties or assets may be bound which conflict would prevent BECU's ability to perform its obligations hereunder.
- 5.2.4 BECU Trademarks. The BECU Trademarks and UW's use of the BECU Trademarks in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right(s) of any third party.

ARTICLE VI – DEFAULT AND REMEDIES

Section 6.1 Default by BECU. The occurrence of one or more of the following matters shall constitute a default by BECU (a “BECU Default”):

- 6.1.1 BECU's failure to pay any undisputed portion of the Fees due to UW within thirty (30) days after written notice by UW specifying the failure and demanding that it be corrected.
- 6.1.2 BECU's failure to perform or comply with any other material term or condition of this Agreement, and such non-performance shall continue for a period of thirty (30) days after written notice by UW to BECU specifying the failure and demanding that it be corrected; provided, however, if BECU has taken reasonable steps to cure such failure within such thirty (30) days, but the failure is of a type or character which is not reasonably susceptible of cure within such thirty (30) days, but would be capable of cure by BECU using best efforts, BECU shall have such additional time as may be necessary in order to effect such cure, but not to exceed an additional sixty (60) days.

Section 6.2 Rights and Remedies of UW. Upon the occurrence of a BECU Default, UW shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) seek to recover all damages provided by law or in equity, including seeking an injunction or order of specific performance; or, (iii) terminate this Agreement

Section 6.3 Default by UW. The occurrence of one or more of the following matters shall constitute a default by UW (a “UW Default”):

- 6.3.1 UW’s failure to pay any amounts due to BECU hereunder within thirty (30) days after written notice by BECU specifying the failure and demanding that it be corrected.
- 6.3.2 UW’s failure to perform or comply with any other material term or condition of this Agreement and such non-performance shall continue for a period of thirty (30) days after written notice by BECU to UW specifying the failure and demanding that it be corrected; provided, however, if UW has taken reasonable steps to cure such failure within such thirty (30) days, but the failure is of a type or character which is not reasonably susceptible of cure within such thirty (30) days, but would be capable of cure by UW using best efforts, UW shall have such additional time as may be necessary in order to effect such cure, but not to exceed an additional sixty (60) days. In the event that such non-performance relates to the delivery of Partnership Privileges to BECU, then the remedies set forth in Section 3.2 shall apply.

Section 6.4 Rights and Remedies of BECU. Upon the occurrence of a UW Default, BECU shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) seek to recover all damages provided by law or in equity including seeking an injunction or order of specific performance; or, (iii) terminate this Agreement

ARTICLE VII – INSURANCE AND INDEMNIFICATION

Section 7.1 Insurance Coverage Requirements. At all times during the Term of this Agreement, UW shall keep in effect the following types of insurance or self-insurance: (i) commercial general liability insurance, including products liability, completed operations hazard, premises liability, advertising injury liability, and personal injury liability insurance or self-insurance at a minimum limit of liability of five million dollars (\$5,000,000) per occurrence; (ii) workers’ compensation or qualified self-insurance; and (iii) any other insurance required by applicable law.

Section 7.2 Policy Requirements. UW shall ensure that any applicable commercial general liability insurance policy, if any: (i) names BECU as an additional insured (which may be by blanket endorsement), and is primary and non-contributing with any similar insurance maintained by BECU; (ii) are written with insurers with a rating of A-VII or better in Best’s insurance guide; and (iii) contain a waiver of the insurer’s right of subrogation in respect of any claim against BECU, and contain no exclusion clause for the claims of one insured versus another insured or for the acts of one insured affecting another insured, but instead contain a separation of insureds clause whereby each insured shall be treated separately as respects any claim made or suit brought. UW shall endeavor to provide BECU with thirty (30) days prior written notice of termination, expiration, lapse, cancellation, or material change or amendment of UW’s applicable commercial general liability insurance policy. For the sake of clarity, it is not anticipated by the Parties, as of the execution of this Agreement, that UW will acquire any such commercial general liability insurance policy.

Section 7.3 Notification of Coverage. UW shall submit to BECU annually a current memorandum of insurance that provides evidence that the required coverage is in effect. UW shall ensure that the certificate of insurance identifies BECU as an additional insured on any applicable commercial general liability insurance policy.

Section 7.4 Participation in Claims.

7.4.1 In any action relating to any BECU branded product or service in which BECU or its insurer is named as a defendant, UW shall provide notice of claim as soon as reasonably practicable and BECU and its insurer shall have the right to participate in discussions with UW regarding defense of the claim.

7.4.2 In any action relating to any UW branded product or service in which UW or its insurer is named as a defendant, BECU shall provide notice of claim as soon as reasonably practicable and UW and its insurer shall have the right to participate in discussions with BECU regarding defense of the claim.

Section 7.5 BECU Coverage. BECU shall maintain commercial general liability insurance with a minimum limit of liability of no less than five million dollars (\$5,000,000) per occurrence, subject to aggregate limits. If requested by UW, BECU shall provide UW with access to a memorandum of insurance as evidence of that coverage.

Section 7.6 Indemnification. To the extent permitted by law, including, but not limited to RCW 28B.20.250, each Party (“Indemnitor”) hereby agrees to defend, indemnify, and hold the other Party (“Indemnitee”), including its respective directors, officers, employees and agents (“Indemnified Parties”) harmless from any and all losses, damages, claims, actions, liabilities, costs and expenses (including reasonable attorneys’ fees and costs) arising from any third party claim (i) alleging that Indemnitor’s Marks infringe upon the intellectual property rights of such third party, provided that the use of the Indemnitor’s Marks by the Indemnitee are in accordance with the terms and conditions of this Agreement, (ii) arising out of the Indemnitor’s breach of this Agreement including without limitation representations and warranties set forth in Article V, and (iii) arising out of Indemnitor’s negligent acts or omissions. The indemnity obligations set forth in this Section 7.6 shall survive the termination, including but not limited to expiration, of this Agreement.

Further, BECU hereby agrees to defend, indemnify, and hold UW, including its respective directors, officers, employees and agents, harmless from any and all losses, damages, claims, actions, liabilities, costs and expenses (including reasonable attorneys’ fees and costs) arising from any third party claim related to (a) the offering, management, operation, promotion of the Affinity Card Program, the Debit Card Program, or any Account related to such program; and (b) compliance with applicable laws or regulations related to the Affinity Card Program, the Debit Card Program, and any Account related to such program.

ARTICLE VIII - GOVERNING LAW

Section 8.1 Governing Law. This Agreement and all other documents to be entered into in connection with the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Washington without regard to its principles of conflicts of law.

Section 8.2 Consent to Jurisdiction. The Parties consent and submit to the exclusive jurisdiction of the federal and state courts of King County, Washington, in connection with the enforcement of this Agreement.

ARTICLE IX - CONFIDENTIALITY

Section 9.1 No Confidentiality. The Parties agree that the terms of and transactions contemplated by this Agreement, and all negotiations or discussions between the Parties relating thereto, are subject to the requirements of public records laws, the open public meetings act, Washington state records retention requirements, and properly issued subpoenas or court orders.

Section 9.2 UW Duties. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that no confidential or proprietary information shall be exchanged under this Agreement. UW is required to comply with the Washington State Public Records Act (Ch. 42.56 RCW), court orders, and state or federal laws or regulations, and no action taken by UW in fulfillment of UW's duties under the Public Records Act or pursuant to court order, law, or regulation, as determined by UW in its sole discretion, shall be deemed inconsistent with any requirement of this Agreement.

Section 9.3 BECU Duties. The Parties acknowledge and agree that BECU will not disclose to UW any "non-public personally identifiable information" ("NPPI") of its BECU members as defined under the privacy provisions of the Gramm-Leach-Bliley Act or any such privacy regulations applicable to BECU.

ARTICLE X – UNRELATED BUSINESS INCOME TAX

Section 10.1 All sponsorship benefits provided by UW to BECU as set forth herein, including but not limited to Exhibit B, as may be amended from time-to-time, are designed and intended to be permissible "sponsorship recognition" materials, and not "advertising", as those terms are defined and interpreted by the courts of the United States and/or the Internal Revenue Service. As such, the sponsorship benefits conveyed to BECU herein shall not include any display, promotion or other recognition such that it prevents the sponsorship payments set forth in Article II above from classification as "qualified sponsorship payments" (exempt from federal income tax), as described in Section 513(i) of the Internal Revenue Code ("Code") and the proposed or final regulations interpreting that Code section ("Regulations"), or as such Code and Regulation sections may be amended from time to time. The Parties acknowledge and agree that this requirement will not prohibit the display or announcement of BECU Trademarks in the locations identified in Exhibit B, but restricts the information that is announced or displayed in connection with the BECU Trademarks. The Parties acknowledge and agree that, subject to the requirements of the above referenced sections of the Code and Regulations, with respect to the sponsorship

recognition opportunities set forth pursuant to this Agreement, this Article X generally prohibits the display or announcement of BECU or the BECU Trademarks together with other information in a manner that presents a qualitative or comparative description of BECU's products and services, price information for such goods and services, and endorsements, or inducements to purchase BECU's products and services. Instead, any information displayed together with the BECU Trademarks or in recognition of BECU shall be value-neutral; provided however, that UW's acknowledgment of BECU may include the BECU Trademarks or slogans that are an established part of BECU's identity. State and local taxes, including sales/use or property tax if any, on the sponsor recognition panels/material or their installation will be paid by BECU.

Section 10.2 UW shall not provide any substantial services nor carry on any unrelated business income activity as defined in Code §513(a) in relation to any element of this Agreement that may be classified as an "exclusive provider arrangement", i.e. UW shall not: (1) carry on a business or trade; (2) which is regularly carried on; and (3) which is substantially unrelated to the conduct of its exempt purpose of teaching, research and service. Should the Internal Revenue Service determine any payment hereunder is not a qualified sponsorship payment, then UW shall classify and report such payment as: (1) a royalty under Code §512(b) (5) for the license given to BECU to associate itself with UW or manage the Affinity Card Program and the Debit Card Program; or (2) a covenant not to compete.

ARTICLE XI - MISCELLANEOUS

Section 11.1 Effect of Force Majeure. Non-performance by either Party will be excused to the extent that performance is rendered impossible by any act of God or circumstances beyond the control of a Party and without its fault or negligence, including without limitation, fire, war, riots, flood, earthquake, governmental acts or orders or restrictions, pandemic, or power or communications failure (a "Force Majeure Event"), provided that the non-performing Party gives prompt notice of such Force Majeure Event to the other Party and makes all commercially reasonable efforts to remove such causes of non-performance promptly and perform whenever such Force Majeure Event has ceased.

Section 11.2 Entire Agreement. This Agreement, together with the Exhibits attached hereto, contains the entire agreement among the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings, whether written or oral, between or among any of the Parties with respect to the subject matter hereof. Parties agree the language in this document was mutually developed.

Section 11.3 Binding Effect; Successors. Each Party binds itself and its successors and authorized assigns to the other Party and to the successors and authorized assigns of the other Party with respect to all covenants and other terms of this Agreement.

Section 11.4 No Partnership or Agency Relationship. This Agreement does not create, and shall not be construed as creating any agency, partnership, joint venture, employee/employer relationship, principal and agent relationship, or other form of joint enterprise between the Parties. The Parties hereto shall be and will remain independent parties, nor shall either Party hold itself out as such, except that the Parties may refer to BECU as a "Partner" of UW.

Section 11.5 Third Party Beneficiary. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against any Party and no third party shall be deemed a third party beneficiary of this Agreement or any provision hereof. Nothing contained within this Agreement, including any Independent Agreement, shall be construed to modify any agreement between UW and any third party unless such third party is expressly made a party to this Agreement or Independent Agreement.

Section 11.6 Press Releases. The Parties will agree in advance and reasonably cooperate on any press announcements regarding this Agreement, and the timing of the release of any such announcements.

Section 11.7 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations and rules. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, regulation or rule, such provision or portion thereof, only shall be ineffective without in any manner invalidating or affecting the remaining provisions of this Agreement or the valid portion of such provision, which provisions are deemed severable.

Section 11.8 Cumulative Rights. Except as expressly provided herein, the Parties' respective rights and remedies under the various provisions of this Agreement shall be construed as cumulative, and no one of them is exclusive of the other or exclusive of any rights or remedies allowed by law or equity, including but not limited to rights of specific performance or other injunctive relief, which the Parties acknowledge, due to the unique nature of the obligations imposed hereby, the Parties shall be entitled to seek hereunder.

Section 11.9 Assignments. Neither Party shall have any right to assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, by operation of law, in connection with a change of control, or otherwise, without the express prior written consent of the other Party. Any transaction in violation of the terms of this Section shall (1) be null and void, and (2) provide cause to immediately terminate the Agreement, notwithstanding any other provisions to the contrary, and shall be considered a default by the Party so attempting.

Subject to such restriction and to the restriction against assignment by operation of law provided above, this Agreement shall be binding upon and inure to the benefit of UW and BECU's successors and assigns.

Section 11.10 Descriptive Headings; References. The descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. A reference in this Agreement to an Article, Section, or Exhibit is to the referenced Article, Section, or Exhibit of this Agreement. Each Exhibit annexed hereto shall be incorporated herein by reference.

Section 11.11 Notices. All notices, demands, certificates claims, or other communications under this Agreement shall be in writing and shall be deemed delivered: (i) when actually received if personally delivered by hand or by reputable courier service, or (ii) three (3) Business Days after

deposit in the U.S. Mail postage prepaid, certified mail return receipt requested, and in each case properly addressed as follows:

If to BECU:

BECU Tukwila Financial Center
12770 Gateway Dr.
Tukwila, Washington 98168
Attn: Tom Berquist, Senior Vice President, Marketing & Co-Op Affairs

With a copy to:

BECU Tukwila Financial Center
12770 Gateway Drive
Tukwila, Washington 98166
Attn: Legal Department

If to UW:

University of Washington Sponsorship Office
4333 Brooklyn Ave NE
Campus Box 359520
Seattle, Washington 98195
Attn: Nicole Dierks, Assistant Vice President, Brand Strategy

With a copy to:

Washington Attorney General's Office
University of Washington Division
4333 Brooklyn Ave NE, 18th Floor
Seattle, Washington 98195
Attn: James Buder, Assistant Attorney General

Any Party, by notice to the others, may change its address for purposes of notices under this Agreement on not less than five (5) days' prior written notice.

Section 11.12 Counterparts. This Agreement (and each amendment, modification and waiver in respect of it) may be executed in counterparts, all of which shall be considered one and the same agreement. Delivery of a copy of this Agreement by facsimile transmission, by electronic mail in "portable document format" ("pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

Section 11.13 Modifications and Amendment. This Agreement may not be modified, amended, or in any way altered except by a written document duly executed by both of the Parties hereto.

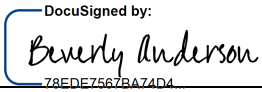
Section 10.14 Waiver. No waiver of any provision of this Agreement, or of any rights or obligations of any Party hereunder, shall be effective unless in writing and signed by the Party waiving compliance, and such waiver shall be effective only in the specific instance, and for the

specific purpose, stated in such writing. No waiver of any breach of, or default under, any provision of this Agreement shall be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

BECU

University of Washington

By:  78EDE7567BA74D4

By: 

Name: Beverly Anderson

Name: Jack Martin

Title: President and CEO

Title: Vice President for Marketing & Communications

Date: 09/08/2023 | 5:56 AM PDT

Date: 9/11/2023

EXHIBIT A
Fees

1. Fees.

	Fees	Payment Dates
Contract Year 1	\$1,600,000	July 1, 2023 - \$800,000 January 1, 2024 - \$800,000
Contract Year 2	\$1,570,750	July 1, 2024 - \$785,375 January 1, 2025 - \$785,375
Contract Year 3	\$1,617,872.50	July 1, 2025 - \$808,936.25 January 1, 2026 - \$808,936.25
Contract Year 4	\$1,666,408.47	July 1, 2026 - \$833,204.24 January 1, 2027 - \$833,204.24
Contract Year 5	\$1,716,400.83	July 1, 2027 - \$858,200.42 January 1, 2028 - \$858,200.42
Contract Year 6	\$1,767,892.43	July 1, 2028 - \$883,946.22 January 1, 2029 - \$883,946.22

EXHIBIT B – Partnership Privileges

EXHIBIT B**University of Washington and BECU 2023-2029 Partnership Privileges**

This Exhibit B forms a part of the Sponsorship Agreement between UW and BECU (the "Agreement") and sets forth the various Partnership Privileges granted to BECU. Defined terms used but not otherwise defined in this Exhibit B have the meanings set forth in the Agreement.

1. Official Designation.

- BECU shall be designated as a "Proud Partner of the University of Washington" and a "Proud Sponsor of the University of Washington."
- BECU shall be a non-exclusive sponsor of UW in the "Financial" category.
- Despite the foregoing, BECU acknowledges that BECU is not entitled to any marketing exclusivity or product/service exclusivity.
- BECU acknowledges that the rights granted to BECU under the Agreement are limited to the Partnership Privileges described in this Exhibit B and as set forth in the Agreement, and that BECU's rights shall not extend to any product and/or service category not specifically described in either this Exhibit B or the Agreement.

2. UW Media.

- BECU will receive one dedicated partner webpage on UW's website, available via the following URL: www.washington.edu/BECU (the "Partner Webpage").
 - UW and BECU agree to reasonably cooperate in good faith to co-create the content on the Partner Webpage.
 - The Partner Website shall not be used for any BECU promotion of BECU services or products. Partner can provide content that explains the UW/partner narrative and values alignment through copy and video, describe areas of innovation driven by partner in their industry, and/or storytelling about areas of Partner impact on campus. In addition, content from Partner engagement on campus (photos, stories) can be used on the Partner Webpage.

- UW Today e-Newsletter inclusion.
 - Inclusions on an opportunistic basis, as determined by UW in its reasonable discretion. Content may include Partner logo and sponsorship language, such as “Proud partner for the UW,” as well as provide content for stories that tie into newsworthy Partner activity on campus (events, engagement, etc.)
- UW Insider e-Newsletter and Insider Calendar inclusion.
 - Inclusions on an opportunistic basis, as determined by UW in its reasonable discretion. Similar to UW Today, content may include Partner logo and sponsorship language, such as “Proud partner for the UW,” as well as provide content for stories that tie into newsworthy Partner activity on campus related to UW faculty and staff (events, engagement, etc.)
- Facebook, Twitter, and Instagram Postings to UW's Main Account(s).
 - Inclusions on an opportunistic basis, as determined by UW in its reasonable discretion. Postings will be created by Partner of mutually agreeable content and posted by the UW social media team.

3. **UWAA.**

- UWAA is an example of a third party subject to an Independent Agreement as detailed in Section 3.2 of the Agreement.
 - Promotion of official and exclusive credit card, including:
 - Print
 - Digital
 - Program assets
 - Promotion on-site at major UWAA broad-based events
- UWAA Community & Student Engagement:
 - Exclusive sponsorship of Membership Match annually in spring (with potential to integrate with Member Appreciation Month)
 - Exclusive sponsorship of Member Appreciation Month presented by BECU with special offer for BECU members
 - Exclusive sponsorship of Better Together Service Days
 - Member Digest e-Newsletter and Partner Web Page Inclusion

- One (1) per quarter. Content may include Partner logo and sponsorship language, such as “Proud partner for the UW,” as well as financial literacy highlight or learning modules.

4. **Intercollegiate Athletics (ICA).**

- UW shall provide the following assets to BECU:

University	Sport	Product	Item Name	Quantity	Events
University of Washington	All Sports	Intellectual Property	In-State Use of University Marks – Non-Exclusive Description: Subject to Section 6 below, IMG ensures BECU will use University Marks (as defined hereinafter) : (a) to promote or acknowledge BECU’s status as an ICA sponsor; (b) on co-branded debit cards and checks as contemplated by Section 7 below; and (c) to promote such co-branded debit cards and checks, and BECU’s co-branded debit card and check program, as contemplated by Section 7 below. IMG ensures each use of University Marks by BECU is permitted, licensed, or contemplated herein must be first approved, in writing, by either ICA or UW’s Trademarks and Licensing Office. For the avoidance of doubt, IMG ensures only BECU, and no other business entities with which BECU is affiliated, shall have the right to use University Marks as outlined above.	1	Season
University of Washington	All Sports	Intellectual Property	Official Designation “Official Debit Card Provider of UW Athletics”	1	1
University of Washington	All Sports	Print	Go Huskies Magazine Full-Page Color Ad	1	Season
University of Washington	All Sports	Print	Schedule Cards/Team Posters Description: Schedule Card/Team Poster BECU Logo Presence for UW Women’s Athletics	1	Season
University of Washington	All Sports	Signage	Media Backdrop	1	Season
University of Washington	All Sports	Signage	Women’s Arena LED Package Description: Volleyball: Corner LED, Ribbon LED, and Courtside LED (3 real time minutes per game) Gymnastics: Corner LED and Ribbon LED (3 real time minutes per game) Women’s Basketball: Corner LED, Ribbon LED, and Stanchion LED (3 real time minutes per game)	1	Season
University of Washington	Basketball – Men’s	Signage	Corner LED Description: three (3) real time minutes per game	1	Season
University of Washington	Basketball – Men’s	Signage	Upper LED Description: three (3) real time minutes per game	1	Season
University of Washington	Basketball - Men's	Sponsorship	Game Sponsorship Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> • Videoboard “presenting sponsor” co-	1	1

			branded graphic with PA read <ul style="list-style-type: none"> • "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> • Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Radio:</i> <ul style="list-style-type: none"> • Billboards – "today's game is presented by BECU" • In-game live mentions • Halftime radio interview with BECU executive <i>Digital & Social:</i> <ul style="list-style-type: none"> • Branding on "Game Day" social post & email blast <i>Print:</i> <ul style="list-style-type: none"> • Game Day Program – front cover logo branding 		
University of Washington	Basketball - Men's	Tickets/Suites/Parking	Season Parking Pass	1	Season
University of Washington	Basketball - Men's	Tickets/Suites/Parking	Season Ticket Note: + Donation	8	Season
University of Washington	Basketball - Men's	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	16	1
University of Washington	Basketball - Women's	Signage	Videoboard Feature	1	Season
University of Washington	Basketball - Women's	Sponsorship	Game Sponsorship Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> • Videoboard "presenting sponsor" co-branded graphic with PA read • "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> • Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Radio:</i> <ul style="list-style-type: none"> • Billboards – "today's game is presented by BECU" • In-game live mentions • Halftime radio interview with BECU executive <i>Digital & Social:</i>	1	1

			<ul style="list-style-type: none"> Branding on "Game Day" social post & email blast <i>Print:</i> <ul style="list-style-type: none"> Game Day Program – front cover logo branding 		
University of Washington	Basketball - Women's	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	10	1
University of Washington	All Sports	Hospitality	Dinner with a Dawg	1	1
University of Washington	Football	Hospitality	HSP Corporate Hospitality Area Note: Game Entitlement	30	1
University of Washington	Football	Hospitality	Pre-Game Field Pass Unique Experience Note: Game Entitlement	2	1
University of Washington	Football	Signage	270 LED Description: two (2) game time minutes per game	1	Season
University of Washington	Football	Signage	Field Level LED Description: two (2) game time minutes per game	1	Season
University of Washington	Football	Sponsorship	Game Sponsorship Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Radio:</i> <ul style="list-style-type: none"> Billboards - "today's game is presented by BECU" In-game live mentions Halftime radio interview with BECU executive <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post & email blast <i>Print:</i> <ul style="list-style-type: none"> Game Day Program - front cover logo branding 	1	1
University of Washington	Football	Tickets/Suites/Parking	Season Parking Pass	1	Season
University of Washington	Football	Tickets/Suites/Parking	Season Ticket	8	Season
University of Washington	Football	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	30	1
University of Washington	Gymnastics	Signage	Videoboard Feature	1	Season
University of Washington	Gymnastics	Sponsorship	Game Sponsorship Package Description: Game Entitlement	1	1

			<i>In-game branding:</i> <ul style="list-style-type: none"> • Videoboard “presenting sponsor” co-branded graphic with PA read • “Moment of Exclusivity” – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> • Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Digital & Social:</i> <ul style="list-style-type: none"> • Branding on “Game Day” social post 		
University of Washington	Gymnastics	Tickets/Suites/Parking	Single Game Ticket	10	1
University of Washington	Soccer	Signage	Scoreboard LED	1	Season
University of Washington	Soccer	Signage	Videoboard Feature	1	Season
University of Washington	Soccer	Sponsorship	Game Sponsorship Package Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> • Videoboard “presenting sponsor” co-branded graphic with PA read <i>In-game activation:</i> <ul style="list-style-type: none"> • Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Digital & Social:</i> <ul style="list-style-type: none"> • Branding on “Game Day” social post 	1	1
University of Washington	Soccer	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	10	1
University of Washington	Social Media	Digital	Graphic Series Description: One (1) branded social media campaign for UW Women’s Athletics. Series of graphics posted to social channels packaged with paid social media impressions (500K).	1	Season
University of Washington	Softball	Signage	Videoboard Feature	1	Season
University of Washington	Softball	Sponsorship	Game Sponsorship Package Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> • Videoboard “presenting sponsor” co-branded graphic with PA read <i>In-game activation:</i> <ul style="list-style-type: none"> • Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Digital & Social:</i>	1	1

			<ul style="list-style-type: none"> Branding on "Game Day" social post 		
University of Washington	Softball	Tickets/Suites/Parking	Single Game Note: Game Entitlement	10	1
University of Washington	Volleyball	Signage	Videoboard Feature	1	Season
University of Washington	Volleyball	Sponsorship	Game Sponsorship Package Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post 	1	1
University of Washington	Volleyball	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	10	1

5. Alaska Airlines Career & Internship Center Husky Signature Employer.

- BECU will be designated as a Husky Signature Employer, benefits to include without limitation:
 - Dedicated sponsor page on Career & Internship Center website; periodic inclusion in other web-based promotion and outreach.
- Handshake postings promoted to 'Featured' on Career & Internship website and appropriate Interest Communities
- Complimentary attendance at Virtual Job & Internship Fairs hosted by the Career & Internship Center
- Six (6) complimentary interview rooms per year
- Periodic 'Featured employer' highlights in Career & Internship Center e-newsletter (distribution to 31,500 undergraduates)
- Priority consideration for virtual engagement and recruitment activities, including panels, workshops, and treks

6. Office of Minority Affairs & Diversity ("OMA&D").

- BECU will be designated a "Platinum Level" sponsor of the Annual OMA&D Celebration Reception & Gallery of Excellence. Benefits include:
 - Support of nine (9) EOP Scholarships,
 - One (1) table at the Celebration event, and
 - Cohort cultivation opportunities, including seating with scholarship recipients at event and continued dialogue with these students, at Partner discretion.
7. **Events.** Includes, but is not limited to, the following events (these events are subject to change in participation each academic year based on mutual consensus from both Parties [*i.e.*, BECU and UW]):
- a) First Year Programs Dawg Daze.
 - Two (2) days of promotional exposure on Red Square with a 10x10 footprint tabling opportunity and premium giveaway.
 - Logo placement on Dawg Daze website, publications, & signage.
 - Opportunity to host a financial wellness class during parent orientation or within other programming timeframes.
 - b) Welcome Week at UW Bothell & UW Tacoma.
 - Tabling opportunity at each Welcome Week Event.
 - Recruitment opportunities.
 - Logo placement on marketing materials, (*i.e.*, dedicated Welcome week website, schedule of events, email blasts) as determined by UW in its reasonable discretion.
 - c) W Day.
 - 10x10 footprint for tabling and premium handout.
 - Logo placement on W Day website and signage.
 - Logo recognition in social media (*e.g.*, Facebook, Twitter, Instagram, etc.) and digital communication efforts.
8. **Hospitality.**
- BECU will receive the following benefits:

- Two (2) invitations plus guest, for a total of four (4) seats at the annual UW Recognition Gala.
- Two (2) invitations plus guest, for a total of four (4) seats at the UW President's Club Reception.
- Opportunity for VIP invitations to future UW programming, as determined by UW in its reasonable discretion.

CoMotion. The following Partnership Privileges relate only to Contract Year One, and shall not be Partnership Privileges for the remainder of the Term (Contract Year Two through Contract Year Six).

- Named BECU Fintech Incubator @ CoMotion Labs
 - BECU named and dedicated space within CoMotion Labs.
 - Dedicated space within Start Up Hall and will include up to ten (10) seats per year.
 - Access to all CoMotion Labs benefits, including training, mentoring, and services
 - Temporary static signage provided by CoMotion.
 - BECU FinTech Incubator signage can be in the form of stand-up banners, decals, and other static signs, and will be co-located with BECU's dedicated work spaces. This signage is in line with signage provided other UW CoMotion Labs residents, with variations based on space and building configuration. There is no ability to provide external signage. Additionally, given the structure of Startup Hall (Condon Hall), we advise against trying to hang signs from the concrete ceiling due to cost.
- Access to all CoMotion Labs benefits, programs, and events as described by CoMotion. Frequency and logistics to be determined by mutual agreement between CoMotion and BECU.
 - DubPitch.
 - Reverse Pitch.
 - Hackathon.
- BECU logo inclusion on CoMotion website at the dedicated Sponsor page that includes all sponsor logos, and logo inclusion on blog in a mutually agreeable location.

- Recognition on CoMotion social media and news platforms quarterly and opportunistic (*e.g.*, Facebook, LinkedIn and Twitter, UW Today, etc.).
 - In collaboration with BECU, development of a media strategy and press release.
 - Online display advertising and paid social media
- Inclusion to annual networking events with startups and current/past innovation fund teams.
- Combined media strategy to announce to the gift.
- Fundamentals for Startups
 - Provide one to four weeks of BECU Fintech-specific presentations.
- Host Welcome Days
 - Summer / Winter Startup Party
 - Welcome all new BECU Cohort members and BECU Executives
 - Fly out up to two non-local participants per team

10. **Foster School of Business.**

- Recognition for the support of the Foster School of Business Scholarship Fund at \$10,000 per year
- BECU will sponsor the Business for Life Badge Program. Benefits to be determined by mutual agreement between Buerk Center of Entrepreneurship and BECU.
- Buerk Center for Entrepreneurship.
 - BECU will sponsor the Dempsey Startup/Business Plan Competition. Benefits to be determined by mutual agreement between Buerk Center of Entrepreneurship and BECU.
 - BECU logo inclusion on all program materials, e-communications specific to the competition, and BECU URL link on the Buerk Center for Entrepreneurships home page.
 - BECU podium acknowledgement at each public event during the competition with one (1) speaking role at one (1) event. Selection of event will be mutually agreed upon by Foster Business School and BECU.

- Four (4) BECU representative inclusions as judges at the Investment Round (April) and/or Sweet Sixteen (May). Partner can have up to four (4) judges at each of the two rounds, but may decide to send two (2) as the minimum number for each round.
- Six (6) BECU representative invites to the Awards Dinner (May).
- Four (4) tickets to each Foster School Dean's Leaders to the Legends Breakfast for one year (beginning Fall 2018).

11. **Continuum College.**

- UW Certificate Scholarship Contribution.
 - Scholarship application number and time frame will be discussed and defined each academic year by Continuum College.
- BECU will receive a customized landing page on the UW Professional & Continuing Education site for BECU employees.
 - URL and build out will be provided by UW.
- Recognition & Stewardship.
 - BECU recognition as a founding Community Partner and UW Certificate Scholarship program supporter on the UW Continuum College website and UW Professional and Continuing Education website on the Certificate Scholarship and Make a Gift pages.
 - BECU recognition in the UW Continuum College Year in Review (Annual Report).
 - BECU recognition in social media channels (*e.g.*, Facebook, Twitter, Instagram, etc.) linked to scholarship announcements and student stories.
 - Opportunistic and/or one (1) per quarter.
 - BECU recognition and logo at the UW Professional and Continuing Education's annual Certificate Celebration (a graduation-style event, hosted at UW each June).
 - Access to Continuum College's LinkedIn Alumni Network.

12. **WholeU.**

- BECU will be the exclusive financial pillar sponsor of the WholeU.
- BECU will be a sponsor of all 1000+ WholeU events per year, including the following for each event:
 - Inclusion in every confirmation email, logo placement in select marketing pieces and thank you at each event.
- BECU will be a sponsor for all WholeU signature programs and signature events, including UW Photo Day, Benefits and Resource Fair, Financial Literacy Month, UW Fitness Day, etc., with inclusion in all promotional and follow-up materials.
- Once a month recognition on WholeU social media platforms with link to BECU discount.
- Opportunity to host monthly financial education seminars for all UW faculty and staff on Zoom.
- Opportunity to provide content for a quarterly article on financial fitness on the WholeU website.
- BECU recognition as exclusive sponsor of the WholeU financial pillar with special article and announcement on WholeU website and newsletters.

13. **Equity Fund.**

- To the extent permitted by law, \$20,000 (on a 3% escalator annually) of the annual sponsorship fee will be allocated to mutually agreed upon programming that advances diversity, equity and inclusion efforts at the UW.

14. **Marketing Fund.**

- \$20,000 (on a 3% escalator annually) of the annual sponsorship fee will be allocated to mutually agreed upon programming that advances the partnership between BECU and the University of Washington.

15. **Real Estate and ATMs.** UW will use diligent and good faith efforts to consider BECU opportunities for establishing ATM and branch locations within UW controlled properties. UW Sponsorship office will collaborate with the UW real estate office, and notify BECU regarding potential ATM or lease opportunities.

EXHIBIT C

UW Trademarks

Inclusive of this Agreement, BECU is granted rights to use the Block W and the University wordmark (shown below) as applied in compliance with the University of Washington graphic standards, uw.edu/brand.

For camera-ready versions of approved marks, please email licensing@uw.edu.

The Block W must be used with the trademark registration mark (*i.e.*, "®") whenever the mark is publicly represented in advertising, on retail or promotional merchandise, or in digital media.

The Block W and the University wordmark may appear alone or together. The Block W logo and University wordmark, known as the University signature logo system, may appear in one of three variations:

University Block W logo



University Wordmark

UNIVERSITY *of* WASHINGTON

Stacked signature: The two-line University wordmark, centered with the Block W logo above



Centered signature: The single-line University wordmark, centered with the Block W logo above



Left-aligned signature: The single-line University wordmark, with the Block W to the left



EXHIBIT D

BECU Trademarks

Wordmarks:

BECU
Boeing Employees Credit Union

Primary Logo:



Secondary Logo:



EXHIBIT E

Sponsor #: KR155415
 Contract #: 761-242659
 Date: July 01, 2023

Sponsor: UNIVERSITY OF WASHINGTON: BECU
 WASHINGTON ATTORNEY GENERAL'S OFFICE
 ATTN: JAMES BUDER
 4333 BROOKLYN AVE NE, 18TH FLOOR
 SEATTLE, WA 98195

Bill To: UNIVERSITY OF WASHINGTON
 ATTN: UA FINANCE TEAM - MELISSA TRUONG
 4333 BROOKLYN AVE NE, S1
 BOX 359504
 SEATTLE, WA 98195-9504

AGREEMENT

IMG College LLC ("IMG"), as University of Washington Intercollegiate Athletics ("ICA") multi-media rights holder, will provide to the University of Washington ("UW"), the sponsorship and multi-media benefits described herein, which relate to the credit union category and are set forth in that certain sponsorship agreement between UW and BECU, having a term beginning effective July 1, 2023, and ending June 30, 2029 ("UW/BECU Agreement"), solely with respect to ICA. In return, each Contract Year (as set forth below), UW will pay IMG the applicable Sponsorship Fee (as set forth below) in accordance with the Installment Billing Schedule (as set forth below).

PURSUANT TO THE UW/BECU AGREEMENT AND AT THE DIRECTION OF UW, DURING THE TERM OF THIS AGREEMENT, UW WILL RECEIVE FROM IMG THE BENEFITS LISTED BELOW FOR INCLUSION IN THE UW/BECU AGREEMENT; PROVIDED, HOWEVER, THE PARTIES ACKNOWLEDGE AND AGREE IMG, DURING THE TERM OF THE UW/BECU AGREEMENT, WILL BE RESPONSIBLE FOR ADMINISTERING SUCH BENEFITS (DIRECTLY) TO BECU. IF THERE ARE ANY DISCREPANCIES BETWEEN THE BENEFITS LISTED BELOW AND THE UW/BECU AGREEMENT, THEN THE UW/BECU AGREEMENT WILL CONTROL.

<u>University</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
University of Washington	All Sports	Intellectual Property	In-State Use of University Marks – Non-Exclusive Description: Subject to Section 6 below, IMG ensures BECU will use University Marks (as defined hereinafter) : (a) to promote or acknowledge BECU's status as an ICA sponsor; (b) on co-branded debit cards and checks as contemplated by Section 7 below; and (c) to promote such co-branded debit cards and checks, and BECU's co-branded debit card and check program, as contemplated by Section 7 below. IMG ensures each use of University Marks by BECU is permitted, licensed, or contemplated herein must be first approved, in writing, by either ICA or UW's Trademarks and Licensing Office. For the avoidance of doubt, IMG ensures only BECU, and no other business entities with which BECU is affiliated, shall have the right to use University Marks as outlined above.	1	Season
University of Washington	All Sports	Intellectual Property	Official Designation "Official Debit Card Provider of UW Athletics"	1	1
University of Washington	All Sports	Print	Go Huskies Magazine Full-Page Color Ad	1	Season
University of Washington	All Sports	Print	Schedule Cards/Team Posters Description: Schedule Card/Team Poster BECU Logo Presence for UW Women's Athletics	1	Season
University of Washington	All Sports	Signage	Media Backdrop	1	Season
University of Washington	All Sports	Signage	Women's Arena LED Package Description: Volleyball: Corner LED, Ribbon LED, and Courtside LED (3 real time minutes per game) Gymnastics: Corner LED and Ribbon LED (3 real time minutes per game)	1	Season

			Women's Basketball: Corner LED, Ribbon LED, and Stanchion LED (3 real time minutes per game)		
University of Washington	Basketball – Men's	Signage	Corner LED Description: three (3) real time minutes per game	1	Season
University of Washington	Basketball – Men's	Signage	Upper LED Description: three (3) real time minutes per game	1	Season
University of Washington	Basketball – Men's	Sponsorship	Game Sponsorship Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Radio:</i> <ul style="list-style-type: none"> Billboards – "today's game is presented by BECU" In-game live mentions Halftime radio interview with BECU executive <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post & email blast <i>Print:</i> <ul style="list-style-type: none"> Game Day Program – front cover logo branding 	1	1
University of Washington	Basketball – Men's	Tickets/Suites/Parking	Season Parking Pass	1	Season
University of Washington	Basketball – Men's	Tickets/Suites/Parking	Season Ticket Note: + Donation	8	Season
University of Washington	Basketball – Men's	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	16	1
University of Washington	Basketball – Women's	Signage	Videoboard Feature	1	Season
University of Washington	Basketball – Women's	Sponsorship	Game Sponsorship Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Radio:</i> <ul style="list-style-type: none"> Billboards – "today's game is presented by BECU" In-game live mentions Halftime radio interview with BECU executive <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post & email blast <i>Print:</i> <ul style="list-style-type: none"> Game Day Program – front cover logo branding 	1	1
University of Washington	Basketball – Women's	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	10	1
University of Washington	All Sports	Hospitality	Dinner with a Dawg	1	1
University of Washington	Football	Hospitality	HSP Corporate Hospitality Area Note: Game Entitlement	30	1
University of Washington	Football	Hospitality	Pre-Game Field Pass Unique Experience Note: Game Entitlement	2	1
University of Washington	Football	Signage	270 LED	1	Season

University of Washington	Football	Signage	Description: two (2) game time minutes per game Field Level LED	1	Season
University of Washington	Football	Sponsorship	Description: two (2) game time minutes per game Game Sponsorship Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Radio:</i> <ul style="list-style-type: none"> Billboards - "today's game is presented by BECU" In-game live mentions Halftime radio interview with BECU executive <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post & email blast <i>Print:</i> <ul style="list-style-type: none"> Game Day Program - front cover logo branding 	1	1
University of Washington	Football	Tickets/Suites/Parking	Season Parking Pass	1	Season
University of Washington	Football	Tickets/Suites/Parking	Season Ticket	8	Season
University of Washington	Football	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	30	1
University of Washington	Gymnastics	Signage	Videoboard Feature	1	Season
University of Washington	Gymnastics	Sponsorship	Game Sponsorship Package Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post 	1	1
University of Washington	Gymnastics	Tickets/Suites/Parking	Single Game Ticket	10	1
University of Washington	Soccer	Signage	Scoreboard LED	1	Season
University of Washington	Soccer	Signage	Videoboard Feature	1	Season
University of Washington	Soccer	Sponsorship	Game Sponsorship Package Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post 	1	1
University of Washington	Soccer	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	10	1
University of Washington	Social Media	Digital	Graphic Series Description: One (1) branded social media campaign for UW Women's Athletics. Series of graphics posted to social channels packaged with paid social media impressions (500K).	1	Season
University of Washington	Softball	Signage	Videoboard Feature	1	Season

University of Washington	Softball	Sponsorship	Game Sponsorship Package Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post 	1	1
University of Washington	Softball	Tickets/Suites/Parking	Single Game Note: Game Entitlement	10	1
University of Washington	Volleyball	Signage	Videoboard Feature	1	Season
University of Washington	Volleyball	Sponsorship	Game Sponsorship Package Description: Game Entitlement <i>In-game branding:</i> <ul style="list-style-type: none"> Videoboard "presenting sponsor" co-branded graphic with PA read "Moment of Exclusivity" – in stadium digital signage (LED domination) <i>In-game activation:</i> <ul style="list-style-type: none"> Opportunity for BECU to execute fan giveaway (entrance or exit) and/or 10x10 activation space <i>Digital & Social:</i> <ul style="list-style-type: none"> Branding on "Game Day" social post 	1	1
University of Washington	Volleyball	Tickets/Suites/Parking	Single Game Ticket Note: Game Entitlement	10	1

CONTRACT TERMS:

Contract Period ("Term"): The term of this Agreement begins effective 07/01/2023 and ends 06/30/2029 ("Term"), provided the UW/BECU Agreement continues without termination throughout the Term. Should the UW/BECU Agreement not be in effect as of 07/01/2023, this Agreement shall not take effect, but will rather take effect upon the effective date of the UW/BECU Agreement. For the sake for clarity, the Term shall commence upon the later of 07/01/2023 or the effective date of the UW/BECU Agreement and terminate upon the termination of the UW/BECU Agreement. The Term shall be six (6) Contract Years (defined as each twelve (12) month period during the Term, beginning July 1 and ending June 30).

Termination: Notwithstanding any other provision within this Agreement to the contrary, this Agreement shall automatically terminate if, during the Term, (i) the UW/BECU Agreement terminates or (ii) UW's Multimedia Rights Agreement with IMG, beginning effective July 1, 2011, and amended on July 1, 2013 ("MMR Agreement"), terminates without renewal or extension. Because the MMR Agreement will expire on June 30, 2025, it must be renewed or extended to prevent termination of this Agreement prior to the end of the Term. Otherwise, this Agreement will terminate prior the final four (4) Contract Years of this Agreement (2025-2026 through 2028-2029), and no obligations contemplated by this Agreement for the final Contract Year shall be due by either party.

Sponsorship Fee:

<u>Contract Year</u>	<u>Cash Amount</u>
2023-2024	\$650,000.00
2024-2025	\$669,500.00
2025-2026	\$689,585.00
2026-2027	\$710,273.00
2027-2028	\$731,581.00
2028-2029	\$753,528.00

Additional Provisions:

- No agency commission(s) or fee(s) is included in the above Cash Amount(s). UW is solely responsible for paying each such Cash Amount(s) pursuant to the below Installment Billing Schedule.
- While UW will endeavor to follow the Installment Billing Schedule set forth below, the parties acknowledge and agree UW must first receive payment from BECU with respect to the Benefits set forth herein. UW agrees to exercise good-faith efforts to collect such amounts as/when due from BECU in order to adhere to the Installment Billing Schedule. If BECU defaults on paying any such amount(s), then IMG may discontinue providing UW the Benefits until all of BECU's payments are current. If any such payment default continues for more than one hundred eighty (180) days, then IMG may terminate this Agreement. Should BECU reduce the UW/BECU Agreement's sponsorship fee(s) due to a default by UW, if IMG (i) has fulfilled all Benefits, as noted

above, then the applicable Contract Year's Cash Amount shall remain the same or (ii) causes the default or if there is a reduction in the Benefits, then the applicable Contract Year's Cash Amount will be reduced by a mutually agreed upon amount based on the value of the Benefit(s) IMG failed to deliver.

3. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered by the parties.
4. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against any party, and no third party shall be deemed a third-party beneficiary of this Agreement or any provision hereof. BECU is not a party to this Agreement. This Agreement is solely made between IMG and UW.
5. This Agreement and all other documents to be entered into in connection with the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Washington without regard to its principles of conflicts of law.
6. Use of University Marks.
 - IMG acknowledges and agrees any modification or alteration of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("University Marks") by BECU with respect to the UW/BECU Agreement is strictly prohibited. IMG ensures that no use of University Marks by BECU, under the UW/BECU Agreement, will obscure or change the University Marks in any way that dilutes the integrity of University Marks or their brand recognition. IMG further ensures that, with respect to the UW/BECU Agreement, BECU will not be permitted to use University Marks for merchandise, resale or promotional giveaways (defined as any item(s) available to customers or the public, or intended for any other commercial activity) unless specifically permitted by this Agreement.
 - IMG ensures BECU will acknowledge: (i) UW's right, title and interest in and to University Marks; (ii) UW's exclusive right to use and license the use of University Marks; and (iii) University Marks have inherent and/or acquired distinctiveness. IMG further ensures BECU will (x) agree not to claim any title in or to University Marks or any right to use University Marks, except as specifically permitted by this Agreement and (y) include in each of its uses of University Marks, as applicable, all notices and legends with respect to University Marks, as are, or may be, required by applicable federal, state and local trademark and copyright laws or which may be reasonably requested by UW. Any and all rights to University Marks not specifically granted herein are reserved to UW.
 - IMG also ensures BECU will, at no time, adopt or use, without UW's prior written consent, any variation of University Marks or any other name, trademark or other identifier of UW, including translations of any mark likely to be similar to or confusing with respect to University Marks. IMG additionally ensures BECU will not contest or deny the validity or enforceability of University Marks or oppose or seek to cancel any registration by UW, or aid others in doing so, either during the Term or at any time thereafter. Any and all goodwill arising from BECU's use of University Marks shall inure solely to the benefit of UW, and, neither during nor after the termination of this Agreement will BECU assert any claim to University Marks or such goodwill, or take any action that could be detrimental to the goodwill associated with University Marks or with UW.
 - Upon termination of this Agreement, all rights and licenses in University Marks conveyed to BECU herein will cease, and BECU will have no further right to use University Marks. The provisions of this section will survive any termination of this Agreement.
7. **Category Exclusivity.** IMG ensures, during the Term, BECU will be the exclusive provider of co-branded checks and debit cards using University Marks ("Category"). IMG further ensures BECU will make available and market, through its neighborhood financial centers and other venues, and via different advertising media, such checks and debit cards to UW fans, UW students, UW alumni, and UW faculty and staff, as well as to BECU's general membership base. For the sake of clarity, Category exclusivity hereunder is limited only to use of the Official Designation (as noted in the Benefits) and does not apply to use of other IMG-controlled multi-media items, including, but not limited to, (i) use of University Marks, (ii) spot advertising on television or radio broadcasts, (iii) signage at ICA events, (iv) display sponsorship acknowledgement on Gohuskies.com and (v) ticket/hospitality packages.

INSTALLMENT BILLING SCHEDULE

<u>Invoice Date</u>	<u>Invoice Amount</u>
9/1/2023	\$325,000.00
3/1/2024	\$325,000.00
9/1/2024	\$334,750.00
3/1/2025	\$334,750.00
9/1/2025	\$344,792.50
3/1/2026	\$344,792.50
9/1/2026	\$355,136.50
3/1/2027	\$355,136.50
9/1/2027	\$365,790.50
3/1/2028	\$365,790.50
9/1/2028	\$376,764.00
3/1/2029	\$376,764.00

If UW pays by check, then it should send the check together with a remittance or invoice identifying UW ICA and this Agreement to the following remittance address, unless and until IMG directs otherwise: LEARFIELD, c/o Learfield Communications, LLC, P.O.

Box 843038, Kansas City, MO 64184-3038 If UW pays by wire or funds transfer, then it should request applicable account information from IMG's chief financial officer or accounting department. As a convenience and reminder for UW, IMG will submit invoices to UW at the address previously set forth in this Agreement.

Billing Notes:

Terms: Due Net Ten (10) Days.

Checks should be made payable to LEARFIELD

AGREED AND ACCEPTED:

UNIVERSITY OF WASHINGTON

By: 

Name: Jack Martin

Title: Vice President for Marketing
and Communications

Date: 6/28/23

IMG COLLEGE, LLC

By: 

Name: Brandon Furb's

Title: General Manager

Date: 6/28/23

Thank you for your business!

For billing inquiries, please contact Provider's Office of Accounts Receivable at (336) 831-0737.

EXHIBIT F

Memorandum of Understanding BECU Sponsorship Benefit and Fees

Sponsor:

University of Washington: BECU

Managed by University Marketing & Communications, Strategic Partnerships

Rights Holder:

University of Washington Alumni Association

Sponsorship Contract term:

July 1, 2023 through June 30, 2029

Pursuant to Section 4 of the Affinity Card Program and Trademark Licensing Agreement executed between UW and UWAA on March 6, 2023, this Memorandum of Understanding (MOU) is entered into for the purpose of outlining and defining what the University of Washington Alumni Association ("UWAA") will provide to the University of Washington ("UW"), related to the financial services category and the Affinity Card Program as referenced in the UW and Boeing Employees Credit Union ("BECU") Sponsorship Agreement effective June 30, 2023, through June 30, 2029. In return, each contract year (as set forth below), UW will pay UWAA the applicable Sponsorship Fees (as set forth below).

This MOU shall be effective unless

- I. modified upon mutual agreement of UWAA and UW
- II. during the term, the UW/BECU sponsorship agreement terminates, in which case this MOU will automatically terminate.

Partnership Benefits provided by UWAA:

- ☐ BECU will maintain exclusive rights to a co-branded credit card for the term of the agreement
- ☐ BECU will receive limited use of UWAA marks for marketing and promotional purposes
 - ☐ Royalty fees waived for co-branded on-campus giveaways
- ☐ Affinity Credit Card Program
 - ☐ Official and exclusive credit card of the University of Washington
 - ☐ Card promotion
 - ☐ Print
 - ☐ Digital
 - ☐ Program assets, to be determined annually
 - ☐ Promotion on-site at major UWAA broad-based events (Washington Warm Ups or similar)
- ☐ Membership Match in spring
- ☐ Member Appreciation Month presented by BECU with special offer for BECU members
- ☐ Financial literacy highlight in Member Digest e-Newsletter quarterly and on partner web page

**Memorandum of Understanding
BECU Sponsorship Benefit and Fees**

Sponsor:

University of Washington: BECU
Managed by University Marketing & Communications, Strategic Partnerships

Rights Holder:

University of Washington Alumni Association

Sponsorship Contract term:

July 1, 2023 through June 30, 2029

Pursuant to Section 4 of the Affinity Card Program and Trademark Licensing Agreement executed between UW and UWAA on March 6, 2023, this Memorandum of Understanding (MOU) is entered into for the purpose of outlining and defining what the University of Washington Alumni Association ("UWAA") will provide to the University of Washington ("UW"), related to the financial services category and the Affinity Card Program as referenced in the UW and Boeing Employees Credit Union ("BECU") Sponsorship Agreement effective June 30, 2023, through June 30, 2029. In return, each contract year (as set forth below), UW will pay UWAA the applicable Sponsorship Fees (as set forth below).

This MOU shall be effective unless

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- ☐ Member Appreciation Month presented by BECU with special offer for BECU members
- ☐ Financial literacy highlight in Member Digest e-Newsletter quarterly and on partner web page

- ☐ Exclusive sponsorship of Better Together Service Days

Sponsorship Fees paid by UW:

The UW will pay Sponsorship Fees as outlined below. Payments will be distributed via JV within 30 days of receiving payment from BECU. BECU payments are due to the UW July 1 and January 1 each year of the partnership, therefore UWAA should expect payment on or around August 1 and February 1 each year of the partnership. Royalties for BECU use of UW trademarks related to the affinity card program will be deducted prior to the JV of the funds, \$110,000 in total per year, or \$55,000 per payment. Payment 1 during year one will be paid upon contract finalization and could arrive later than August 1, 2023.

Fiscal Year	Payment 1	Royalty	Payment 1 Total	Payment 1	Royalty	Payment 2 Total	Total Due
2023-2024	\$ 260,000.00	\$55,000	\$ 205,000.00	\$ 260,000.00	\$55,000	\$ 205,000.00	\$ 410,000.00
2024-2025	\$ 267,800.00	\$55,000	\$ 212,800.00	\$ 267,800.00	\$55,000	\$ 212,800.00	\$ 425,600.00
2025-2026	\$ 275,834.00	\$55,000	\$ 220,834.00	\$ 275,834.00	\$55,000	\$ 220,834.00	\$ 441,668.00
2026-2027	\$ 284,109.02	\$55,000	\$ 229,109.02	\$ 284,109.02	\$55,000	\$ 229,109.02	\$ 458,218.04
2027-2028	\$ 292,632.29	\$55,000	\$ 237,632.29	\$ 292,632.29	\$55,000	\$ 237,632.29	\$ 475,264.58
2028-2029	\$ 301,411.26	\$55,000	\$ 246,411.26	\$ 301,411.26	\$55,000	\$ 246,411.26	\$ 492,822.52

- ☐ Sponsorship Fees allocated for the Affinity Card Program, including credit card assets and debit card promotion, are outlined below.

	FY24	FY25	FY26	FY27	FY28	FY29
Credit program and assets	\$325,000	\$337,600	\$350,578	\$363,945.04	\$377,713.58	\$391,895.52
Debit card promotion	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551	\$115,927

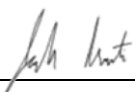
- ☐ Sponsorship Fees allocated to the Membership Match/Member Appreciation Month, Better Together Service Days and Washington Warm Ups are up to the discretion of BECU. Should BECU wish to change any of Sponsorship Programs UW would notify UWAA a year prior and UW would make commercially reasonable efforts to find other programs within UWAA so that the Sponsorship fee remains as outlined below. Funding for these programs is outlined below.

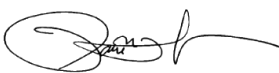
	FY24	FY25	FY26	FY27	FY28	FY29
Membership Match/Appreciation Month	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Better Together Service Days	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Washington Warm Ups	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000

AGREED AND ACCEPTED:

UNIVERSITY OF WASHINGTON

**UNIVERSITY OF WASHINGTON ALUMNI
ASSOCIATION**

By: _____

By: _____

Name: Jack Martin

Name: Paul Rucker

Title: Vice President for Marketing & Communications

Title: Executive Director, UWAA

Date: University of Washington

Date: 07.28.23