

CO-BRANDING AGREEMENT
between
BECU and WSUAA

This Co-Branding Agreement (this “**Agreement**”) is made effective as of October 1, 2024 (the “**Effective Date**”) by and between **Boeing Employees’ Credit Union**, a Washington state-chartered credit union (“**BECU**”), and the **Washington State University Alumni Association**, a Washington nonprofit corporation (“**WSUAA**”).

Background

BECU makes MasterCard debit cards and VISA credit cards available to its members. The parties wish to offer eligible WSUAA Supporters the opportunity to obtain certain co-branded MasterCard debit cards and/or VISA credit cards bearing both the WSU/WSUAA Marks and the BECU Marks (the “**Co-branded Cards**”), subject to the terms and conditions of this Agreement.

Terms and Conditions

1. **Definitions.** The following capitalized terms used in this Agreement will have the following meanings:
 - a. “**Account Agreements**” has the meaning set forth in Section 2.
 - b. “**Agents**” has the meaning set forth in Section 14.
 - c. “**BECU Marks**” means the designs, images, visual representations, logos, service marks, trade dress, trade names, trademarks, and/or other proprietary designations of BECU listed or included on the attached **Schedule A**, along with any associated goodwill, as may be amended by BECU from time to time upon notice to WSUAA.
 - d. “**Claims**” has the meaning set forth in Section 12.
 - e. “**Confidential Information**” has the meaning set forth in Section 14.
 - f. “**Marks**” means the BECU Marks and WSU/WSUAA Marks.
 - g. “**WSU/WSUAA Marks**” means the designs, images, visual representations, logos, service marks, trade dress, trade names, trademarks, and/or other proprietary designations of Washington State University, an institution of higher education and an agency of the state of Washington (“**WSU**”) that WSUAA is expressly authorized by WSU to use and sub-license for use, listed or included on the attached **Schedule B**, along with any associated goodwill, as may be amended by WSUAA from time to time upon notice to BECU.
 - h. “**Supporters**” means alumni, faculty, and supporters of WSU and members of WSUAA who may or may not be BECU members.
 - i. “**Supporters List**” means an accurate, updated, and current list containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers and email addresses of all Supporters over the age of 18 of whom WSUAA has records, who have not expressly requested that WSUAA not provide their personal information to third parties.
 - j. “**Term**” has the meaning set forth in Section 9.
 - k. “**Termination Date**” has the meaning set forth in Section 11.

2. **Co-Branded Cards.** BECU will mass market and offer to Supporters and others the opportunity to apply for and/or obtain one or more Co-branded Cards. Each Co-branded Card will allow cardholders to make purchases, obtain cash, and use any other function generally supported by BECU at its sole discretion, subject to the terms of the account agreements between BECU and cardholders ("**Account Agreements**"). BECU may at any time in its sole discretion (a) amend the terms and conditions of its Account Agreements; or (b) change any of the features and/or benefits of the Co-branded Cards. BECU will make all decisions and bear all risks with respect to BECU membership, and the issuance and use of Co-branded Cards, subject to the terms of BECU's Account Agreements and membership requirements.
3. **Fees and Records.** During the Term of this Agreement, BECU will pay WSUAA the fees described in the attached **Schedule C**. BECU will keep and maintain in accordance with its internal records retention policies and procedures complete and accurate records reflecting transaction data with respect to Co-branded Cards and the fees payable to WSUAA under this Agreement.
4. **Policies and Procedures.** BECU will establish, implement, maintain, and amend from time to time in its sole discretion policies and procedures governing membership, Co-branded Card issuance, administration, and fraud. For example, BECU will have the sole discretion to determine (a) which, if any, Co-branded Card is issued to a Supporter, (b) all ATM, debit, and/or credit transaction limits, and (c) whether to terminate, suspend, or reactivate card privileges.
5. **Marketing.**
 - a. **Supporters List.** WSUAA has access to a Supporters List maintained by the WSU Foundation which is available to WSUAA for its internal use only in the marketing of the Co-branded Cards consistent with this Agreement, applicable law, and data security and confidentiality policies of the WSU Foundation. Nothing in this Agreement should be construed as calling for the transfer or sharing of the Supporters List or the personal information contained therein between WSUAA and BECU. Rather, WSUAA will use the Supporters List internally for purposes of promoting the Co-branded Cards which will include promotion and solicitation materials prepared by BECU for this purpose. The Supporters List is and will remain the sole property of WSUAA and its related affiliates. BECU will own all information it obtains as a result of direct applications by Supporters for account relationships and the account relationships themselves. BECU acknowledges that the Supporters List, and all information identified therein, is proprietary and confidential information of WSUAA or affiliated entities.
 - b. **Marketing Activities.** BECU will mass market and promote Co-branded Cards as it deems appropriate, at its own cost and expense, and using any marketing channels it selects, in its sole discretion. BECU will also have the right, but not any obligation, to market other products and services to Supporters as may be selected by BECU from time to time. WSUAA will have the right to review and approve all marketing, promotional, and solicitation materials that bear or contain a WSU/WSUAA Mark, but WSUAA may not unreasonably withhold, condition, or delay any such approval. Social media activities (i.e., retweeting, liking, tagging and /or sharing posts or similar materials that display or otherwise involve WSU/WSUAA Marks) will not require prior approval. WSUAA's right to approve marketing, promotion and solicitation material shall not include the right to approve statements, disclosures, acknowledgments and notices that are required by applicable federal and state laws governing the solicitation and marketing of financial products by financial institutions.
 - c. **Cooperation by WSUAA.** WSUAA will, within a de minimis reason, at its own cost and expense, use commercially reasonable efforts to support the marketing and advertising of Co-branded Cards. Among other things, WSUAA will provide BECU with such information and assistance as may be reasonably requested by BECU in developing, coordinating, and implementing its marketing activities, provided WSUAA does not incur a significant expense and time commitment in providing such assistance. WSUAA will only provide information to or otherwise communicate with Supporters about Co-branded Cards with the prior written approval of BECU, except for current

advertising and solicitation materials provided or approved by BECU. However, WSUAA may respond generally to individual inquiries from Supporters about Co-branded Cards on an individual basis, provided that such responses are accurate and consistent with the then-current materials provided or approved by BECU.

- d. **Other Marketing Efforts.** The parties may from time to time agree to engage in other marketing and promotional activities, subject to this Agreement and such terms as the parties may agree in writing.

6. **Use of Marks.**

- a. **License to use WSU/WSUAA Marks.** BECU acknowledges that WSU has a written agreement with WSECU for financial services associated with its "CougarCard" (the "Credit Union Services Agreement"). The CougarCard is a WSU student identification/debit card program providing financial services, such as checking accounts and access to automated teller machines ("ATMs"), to WSU students, faculty and staff. BECU further acknowledges that WSU is in no way limited or restricted from continuing or extending the Credit Union Services Agreement or entering into new agreements pertaining to its CougarCard with financial institutions.

WSUAA grants to BECU a limited, non-exclusive license to use the WSU/WSUAA Marks solely in connection with the Co-branded Cards, BECU products and services, and the performance of its rights under this Agreement. The license includes the creation of plastics, and the establishment, marketing, issuance, administration, provision of services related to the Co-branded Cards, and BECU products and services. All use of the WSU/WSUAA Marks is subject to prior review and approval by WSUAA, but WSUAA may not unreasonably withhold, condition, or delay any such approval. BECU will submit requests for such review and approval no less than ten (10) business days in advance of its proposed use. BECU will not sublicense this license without WSUAA's prior written approval. This license is only transferrable upon any permitted assignment of this Agreement. Except as provided below, nothing in this Agreement will prohibit WSUAA from granting to other persons a license to use the WSU/WSUAA Marks in conjunction with any other service or product that is not a credit or debit card product or program. BECU agrees that (i) the WSU/WSUAA Marks are, and will remain, the exclusive property of WSU and/or WSUAA; (ii) BECU will take no action which could adversely affect WSU's and WSUAA's exclusive ownership of the WSU/WSUAA Marks; (iii) any and all goodwill arising from use of the WSU/WSUAA Marks by BECU will inure to the benefit of WSU and/or WSUAA. BECU will not acquire any proprietary interest in or to the WSU/WSUAA Marks except the right to use the WSU/WSUAA Marks in accordance with this Agreement.

- b. **License to use BECU Marks.** BECU grants to WSUAA a non-exclusive, royalty-free license to use the BECU Marks in the United States solely in connection with the marketing of the Co-branded Cards as contemplated by this Agreement. All use of the BECU Marks by WSUAA will be subject to the prior written approval of BECU, which approval may be withheld for any reason in BECU's sole discretion. WSUAA may not sublicense this license without BECU's prior written approval. Nothing stated in this Agreement prohibits BECU from granting to other persons a license to use the BECU Marks in conjunction with the provision of any service or product. WSUAA agrees that (i) the BECU Marks are, and will remain, the exclusive property of BECU; (ii) it will take no action which could adversely affect BECU's exclusive ownership of the BECU Marks; and (iii) any and all goodwill arising from use of the BECU Marks by WSUAA will inure to the benefit of BECU. Nothing in this Agreement gives WSUAA any proprietary interest in or to the BECU Marks, except the right to use the BECU Marks in accordance with this Agreement.
- c. **Term.** The licenses granted by the parties under this Agreement will begin on the Effective Date and will continue in effect for the Term of this Agreement. However, with respect to Co-branded Cards that are issued and outstanding as of the effective date of termination or expiration of this Agreement, the licenses will continue until the expiration and reissuance of such Co-branded Cards as contemplated by Section 11.e. below. When these licenses terminate or expire, (i) all rights in

the WSU/WSUAA Marks will revert to WSUAA and/or WSU, and any associated goodwill will remain the property of WSUAA and/or WSU, and (ii) all rights in the BECU Marks will revert to BECU, and any associated goodwill will remain the property of BECU.

- d. **Expenses.** If WSUAA requests a change in or replacement of any WSU/WSUAA Mark used in connection with this Agreement, and BECU incurs a cost or expense (e.g., the cost of reissuing replacement card plastics, creating new marketing materials, and/or disposal of obsolete inventories), then WSUAA will bear and/or promptly reimburse BECU for all such costs and expenses.

7. **Competing Card Products.**

- a. **Exclusivity.** The rights granted by WSUAA to BECU to offer a Co-branded Card are exclusive between WSUAA and BECU for the Term of this Agreement. WSUAA may not directly (i) license, use, or allow any other person to license or use, any of the WSU/WSUAA Marks in connection with the promotion, offer, or use of a co-branded credit or debit card product offered by any other financial institution; or (ii) sponsor, advertise, issue, support, develop, market, solicit proposals for programs offering, or discuss with any organization (other than BECU) the providing of such a product. Provided, however, and notwithstanding the foregoing, this exclusivity provision is not intended to limit or restrict WSU or WSU Foundation in any way from contracting with financial institutions for the use of WSU or WSU Foundation marks in co-branding of credit or debit cards to their Supporters.
- b. **Rights of First Refusal.** During the Term of this Agreement, WSUAA will not enter into any agreement relating to Co-Branded Credit and Debit Cards with any entity other than BECU.
 - i. If, at any time during the Term, WSUAA receives a bona fide written offer to co-brand a debit or credit card, to go in effect upon termination of this Agreement, that WSUAA desires to accept, WSUAA shall notify BECU in writing of such offer and provide BECU a right of first refusal as described in Section 7(b)(ii) below.
 - ii. **Procedures.** WSUAA must give BECU at least ninety (90) days' written notice prior to entering into any agreement described in this Section 7. The notice must include a complete and accurate description of all of the bona fide material terms of the proposed agreement that WSUAA is legally allowed to share with such financial institution. Within thirty (30) days after its receipt of such notice, BECU will notify WSUAA in writing whether it is willing to enter into an agreement with WSUAA with substantially similar terms as those described in the notice. If BECU's notice indicates that it is willing to enter into such an agreement, the parties agree to negotiate in good faith and use commercially reasonable efforts to negotiate and execute such an agreement within sixty (60) days after the date of BECU's notice, to go in effect after the termination of this Agreement, unless otherwise agreed to by the parties. If the parties are not able to reach such an agreement, or if BECU notifies WSUAA that BECU does not wish to enter into such an agreement, within that time frame then WSUAA will be free to enter into an agreement with such financial institution with terms that are substantially similar to those contained within WSUAA's notice to BECU.

8. **Representations and Warranties.** Each of the parties make the following representations and warranties to the other, both as of the date of this Agreement and throughout its Term:

- a. It is duly organized, validly existing, and in good standing under the laws of the State of Washington.
- b. It has all necessary power to execute, deliver, and perform its obligations under this Agreement. The negotiation, execution, delivery, and performance of this Agreement and all instruments and documents to be delivered under this Agreement have been duly authorized by all necessary or proper corporate action.

- c. This Agreement constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, receivership, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
 - d. No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery, and performance of this Agreement, except such as have been obtained and are in full force and effect.
 - e. It has all rights and powers to license its respective Marks for use as contemplated by this Agreement.
 - f. The negotiation, execution, delivery, and performance of this Agreement: (i) will not constitute a violation of any applicable law; (ii) do not contravene any provisions of its organizational documents; and (iii) will not conflict with or result in the breach of or constitute a default under any material agreement, or other instrument to which it is a party or by which it or any of its assets or property are bound.
 - g. It is not in default in any material respect of any material contract, agreement, or other instrument to which it is a party nor has it received any notice of default under any such material contract, agreement, or other instrument, other than defaults which would not have a material adverse effect on its ability to execute this Agreement or perform its obligations under this Agreement.
 - h. It either owns or has the authority to license the use and reproduction of its Marks pursuant to the terms and conditions of this Agreement and that such Marks are not subject to any other exclusive license or sublicense that would prevent use of such Marks for purposes of this Agreement.
 - i. The use and reproduction of its Marks in accordance with the terms of this Agreement will not constitute an infringement or misappropriation of the intellectual property rights of any third party.
 - j. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
9. **Term.** The term of this Agreement will begin on the Effective Date and will continue until September 30th, 2029, unless sooner terminated in accordance with this Agreement (the "**Term**"). A "Contract Year" shall mean the twelve (12) month period commencing October 1 and ending the following September 30. Each Contract Year shall be numbered to correspond to the period as follows:

<u>Contract Year</u>	<u>Period</u>
Contract Year 1	October 1, 2024 – September 30, 2025
Contract Year 2	October 1, 2025 – September 30, 2026
Contract Year 3	October 1, 2026 – September 30, 2027
Contract Year 4	October 1, 2027 – September 30, 2028
Contract Year 5	October 1, 2028 – September 30, 2029

10. **Termination.**

- a. **For Breach.** Either party may, upon written notice to the other, terminate this Agreement if the other party materially breaches its obligations under this Agreement and the breaching party fails to cure such material breach within thirty (30) days following its receipt of written notice stating, with particularity and in reasonable detail, the nature of the claimed breach, or if the breach cannot be

cured within thirty (30) days, the party's failure to take reasonable steps towards curing such breach.

- b. **Insolvency.** Either party may, upon written notice to the other, terminate this Agreement if the other party: (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within sixty (60) days) related to its liquidation, insolvency, or the appointment of a receiver or similar officer, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution, or administration, or (vi) enters into an agreement for the extension or readjustment of substantially all of its obligations.
- c. **BECU Termination Rights.** BECU may terminate this Agreement immediately if there is a material breach by WSUAA involving confidentiality or security. BECU may also terminate this Agreement upon written notice to WSUAA if the WSU/WSUAA Marks infringe, misappropriate, or violate any third party's intellectual property rights and WSUAA fails to cure such infringement within thirty (30) days after receipt of written notice of such infringement.
- d. **WSUAA Termination Rights.** WSUAA may terminate this Agreement immediately if there is a material breach by BECU involving confidentiality or security. WSUAA may also terminate this Agreement upon written notice to BECU if the BECU Marks infringe, misappropriate, or violate any third party's intellectual property rights and BECU fails to cure such infringement within thirty (30) days after receipt of written notice of such infringement.
- e. **Notice to Supporters.** Each party will have the right of prior review and approval of any notice to Supporters in connection with the termination of this Agreement, which approval will not be withheld unreasonably.

11. Effects of Termination. Upon the effective date of the expiration or any termination of this Agreement (the "**Termination Date**"):

- a. All obligations of the parties under this Agreement will cease except as otherwise provided in this Agreement;
- b. BECU will not issue any more Co-branded Cards.
- c. BECU's obligation to pay fees under this Agreement will cease.
- d. WSUAA will not cause, or attempt to cause, the removal of WSU/WSUAA Marks from any Co-branded Cards outstanding on the Termination Date.
- e. BECU may, but will not be obligated to, replace any outstanding Co-branded Cards with any debit card or credit card product that BECU offers that does not use any WSU/WSUAA Marks. Unless so replaced, cardholders may continue to use all Co-branded Cards issued prior to the Termination Date (and the licenses granted under this Agreement will continue) through the then applicable expiration or "valid thru" date associated with each such Co-branded Card. WSUAA understands and agrees that BECU's license to use the WSU/WSUAA Marks will continue after the Termination Date of this Agreement through the expiration, or "valid thru" date associated with each such Co-Branded Card. This Section will survive the termination of this Agreement.
- f. WSUAA will not directly target any offer of any debit card or credit card product to Supporters while this Agreement remains in effect.

12. Indemnification. Each party agrees to indemnify and defend the other, together with its affiliates, subsidiaries, directors, officers, employees, agents, and representatives, from and against any and all liability, claims, suits, damages, judgments, settlements, demands, fees, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Claims**") to the extent that they arise out of or result

from (a) the gross negligence or willful misconduct of a party, its agents, employees or representatives, (b) the performance or non-performance by a party of its obligations under this Agreement, (c) the breach by a party of any representation or warranty in this Agreement; (d) infringement, misappropriation, or unlawful use or disclosure by a party of any intellectual property rights of the other party; or (e) a third party claim alleging that a party's use of the other party's Marks in accordance with this Agreement infringes upon or misappropriates the intellectual property rights of such third party. A party may not consent to judgment or concede, settle, or compromise any Claim that imposes restrictions or financial obligations upon the other party or that includes any admission of fault or wrongdoing by the other party without the prior written approval of the other party (which approval may not be unreasonably withheld, delayed, or conditioned).

13. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS LIMITATION WILL NOT APPLY TO ANY OF THE FOLLOWING: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. Confidentiality of Agreement. The terms of this Agreement and any financial or proprietary information disclosed by one party to the other ("**Confidential Information**") are confidential as of the date of such disclosure. Neither party will disclose Confidential Information to any other person or entity except as provided in this Agreement and as they might otherwise agree in writing. Each party may disclose Confidential Information (a) to their respective directors, officers, employees, accountants, lawyers, financial advisors, marketing advisors, affiliates, and third party service providers ("**Agents**") as necessary for the performance of their respective duties under this Agreement, provided that such persons are under a contractual or professional obligation to protect the confidentiality of such Confidential Information; or (b) as required by law or requested by any governmental regulatory authority. Each party will use the other party's Confidential Information only to the extent necessary to exercise its rights and to perform its obligations under this Agreement. The parties do not anticipate that BECU will disclose to WSUAA any "non-public personal information" of BECU's members as defined under the privacy provisions of the Gramm-Leach-Bliley Act. Notwithstanding the foregoing, a party disclosing Confidential Information to its Agents will be liable for any breach of this Section 14 by its Agents.

15. Notices. Except as otherwise provided in this Agreement, all notices must be in writing and addressed to the other party at its address shown forth below (or to such other address that the receiving party may designate from time to time in accordance with this Section). All such notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). If the party giving notice has complied with the notice requirements of this Section, such notice is effective upon receipt.

Notice to BECU:

BECU - Tukwila Financial Center
12770 Gateway Drive, MS 1032-1
Tukwila, WA 98168
Attn: Molly Middlekauff

With a copy to:

Attn: Legal Department

Notice to WSUAA:

WSU Alumni Association
Lewis Alumni Centre
Pullman, WA 99164-6150
Attn: Kelly Brantner

16. **WSUAA.** WSUAA represents and warrants that it has the authority to sublicense the use and reproduction of the WSU/WSUAA Marks, as contemplated by this Agreement.

17. **Miscellaneous.**

- a. **Force Majeure.** Neither party will be liable for delay or failure to perform its obligations under this Agreement caused by an event of natural disaster, pandemic, weather, casualty, acts of God, riots, terrorism, governmental acts, or other event of similar nature that is beyond the reasonable control of the party; provided that such party did not contribute in any way to the event. BECU shall be entitled to a refund in the event of a Force Majeure event as specified in Section 17.b.
- b. **Right to Refund.** BECU and WSUAA agree that if it becomes impossible or impractical for WSUAA to provide BECU the agreed upon assets as described in this Agreement, including those Force Majeure events specified in Section 17.a, the parties shall negotiate in good faith the provision of substitute benefits. If the parties cannot agree on substitute benefits, then BECU shall receive a prorated refund of all monies paid in advance for the Contract Year in question based on quantifiable future benefits deemed undeliverable to BECU.
- c. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter.
- d. **Severability.** If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions will continue in full force and effect.
- e. **Survival.** The following provisions will survive any termination of this Agreement: Indemnification (Section 12), Limitations on Liability (Section 13), Right of First Refusal (Section b), Effects of Termination (Section 11.e.) and any other section that by its terms would reasonably be expected to survive termination.
- f. **Amendments.** No amendment or modification of this Agreement is effective unless it is in writing and signed by each party.
- g. **Waiver; Cumulative Rights.** No failure, delay, or forbearance of either party in insisting upon or enforcing any provision of this Agreement, or in exercising any rights or remedies under this Agreement, will be construed as a waiver or relinquishment of any such provisions, rights or remedies, which will remain in full force and effect. Except as otherwise limited in this Agreement, each party's rights and remedies are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.
- h. **Assignment.** Neither party may assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement (by operation of law or otherwise) without the prior written consent of the other party, which consent will not be unreasonably delayed, conditioned, or withheld. Any purported assignment or delegation in violation of this Section will be voidable by the other party.
- i. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.
- j. **No Third-Party Beneficiaries.** This Agreement benefits only the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

- k. **Publicity**. Except as contemplated by this Agreement, neither party will use the name or Marks of, refer to, or identify the other party in publicity releases, interviews, promotional, or marketing materials, public announcements, customer listings, testimonials, or advertising without the prior written consent of the other party.
- l. **Governing Law and Venue**. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflict of laws provisions. Any action to enforce the terms of this Agreement must be brought in Whitman County, Washington. The substantially prevailing party in any action or proceeding will be entitled to an award of all costs and expenses incurred in the action, including reasonable attorneys' fees and court costs.
- m. **Waiver of Jury Trial**. Each party acknowledges that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues. Each such party waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.
- n. **Counterparts**. This Agreement may be executed in counterparts.

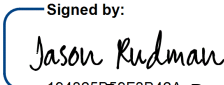
The parties have executed this Agreement, effective as of the Effective Date.

BECU:

Boeing Employees’ Credit Union, a Washington state chartered credit union

WSUAA:

Washington State University Alumni Association, a Washington nonprofit corporation

Signed by:

104325052F30Y0A
Print: Jason Rudman
Title: EVP, Chief Member and Digital Experience


Print: Mariah Maki
Title: Executive Director, WSUAA & Assoc VP for Advancement

List of Attachments:

- | | |
|-----------|------------------|
| Exhibit A | BECU Marks |
| Exhibit B | WSU/WSUAA Marks |
| Exhibit C | Fees |
| Exhibit D | Marketing Assets |

Exhibit A

BECU Marks

Primary Logo:



Secondary Logo:

When printing or production considerations do not allow for color, the logo may be reproduced in black.



Exhibit B

WSU/WSUAA Marks

The WSU/WSUAA Marks consist of the logos, marks, artwork, symbols, nicknames, letter(s), and word(s) displayed below. Any artwork unapproved by WSU's Trademark Licensing Office that could cause public confusion due to its similarity to the WSU/WSUAA Marks below is an infringement of WSU's trademark rights. Retro and historic marks and campus images, also owned and used by WSU but not widely promoted, are still protected by trademark law. These regulations also apply to trademarks representing all WSU facilities, campuses, departments, and units.

Verbiage:

Washington State University®

Washington State Cougars®

WSU Cougars®

Wazzu®

WSU™

Go Cougs™

Cougars™

Cougs™

Marks:

Inclusive of this Agreement, BECU is granted rights to use the Washington State University (WSU) Spirit Trademark (U.S. Federal Registration numbers 1289000 and 0859769) and the University logos (shown below) as applied in compliance with the WSU graphic standards (<https://brand.wsu.edu/>). Camera-ready versions of approved marks can be downloaded at <https://brand.wsu.edu/download/>.

The WSU Spirit Trademark 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.

WSU Spirit Trademark:



WSUAA Marks

Primary:



ALUMNI ASSOCIATION
WASHINGTON STATE UNIVERSITY

Horizontal:



ALUMNI ASSOCIATION
WASHINGTON STATE UNIVERSITY

Exhibit C

Fees

	Fee	Payment Date
Contract Year 1	\$270,000	October 1, 2024
Contract Year 2	\$278,100	October 1, 2025
Contract Year 3	\$286,443	October 1, 2026
Contract Year 4	\$295,036	October 1, 2027
Contract Year 5	\$303,887	October 1, 2028

EXHIBIT D

ASSET DETAILS

Asset	Frequency	Audience	Description
Alumni.wsu.edu	Year-round	All visitors to page	Homepage slider position and dedicated page under Member Benefits section
Dedicated Email	Twice per year	185,000 (current estimate) alums, members, faculty, staff, donors, friends w/email address	Dedicated email sent by WSUAA on behalf of BECU to all Cougar audience. BECU create HTML email, dedicated link, call to action.
CougNews	Monthly - minimum of 7 editions	185,000 (current estimate) alums, members, faculty, staff, donors, friends w/email address Avg. open rate: 25-30%	Banner ad in monthly e-newsletter distributed to all alums, members, faculty, staff, donors, and friends and features association and university content designed to inform and engage audience.
Cougar Connection	At Least Monthly - minimum of 7 editions, 1-3 content blocks	185,000 (current estimate) alums, members, faculty, staff, donors, friends w/email address Avg. open rate: 25-30%	Banner ad in e-newsletter distributed to all alums, members, faculty, staff, donors, and friends and features events, social activities, special offers. In addition to one primary version, targeted/segmented versions distributed to clubs and chapters based on events and activities in the specific areas.
Members Only	Quarterly	32,000 (current estimate) members with email address Avg. open rate above 30%	Quarterly communication to engage members and demonstrate membership value proposition with members-only offers, upcoming events and programs, Association specific news.
Mobile App	Year-round	24,500 downloads (current estimate)	Dedicated tile linking to BECU page and two push notifications
Social Media	Year-round, exact timing to be mutually agreed upon	Facebook: 29,000 Instagram: 3,800 X: 300 LinkedIn: 15,875 (current estimates)	WSUAA includes social posts as activation elements in sponsored programs/events: Watch Parties, Crop Art, Member Appreciation Month, Financial Literacy Series.
BECU Watch Party Series Sponsorship – Powered By (category exclusive)	Each football game, multiple locations.	Marketed to all Cougs via dedicated emails and promotion in WSUAA digital products. Multiple event locations throughout the state and across the country.	Events hosted by multiple WSUAA clubs/chapters throughout the football season. Volunteers activate BECU through signage at each watch party location. Opportunity for BECU team to engage and activate onsite through tabling, distribution of co-branded giveaways, conduct prize drawings allowing for collection of contact information.

Membership Appreciation Month – Powered By designation (category exclusive)	Month of May with preview promotion	Direct advertising and programming to 45,000+ members, plus targeted advertising to all Cougs	A month-long series of programming, events, and promotion marketed through digital and print channels to all alums and friends to drive engagement and recruit new members. Featured showcase of BECU programs such as affinity credit/debit cards and Financial Literacy. Opportunity to conduct prize drawings to drive traffic to BECU site and collect contact information for future marketing purposes
Include insert in print pieces (category exclusive)	Monthly	WSUAA Members	Opportunity to include print pieces in membership renewals and membership card packets
Financial Literacy Education (exclusive)	Year-round	Program is marketed to Cougs through all WSUAA digital channels. Traffic is directed to BECU website	Exclusive presenting sponsor of the Financial Literacy Program conducted by BECU and promoted by WSUAA throughout the year. Self-directed or live (and recorded) financial literacy education. Opportunity for BECU to establish relationship through education and collect contact information for future marketing purposes.
Assets are subject to change. Should an asset be removed, or additional assets developed, WSUAA will work with BECU to determine the best mix of available assets to meet business objectives.			