

Sponsor #: KR210244
Contract #: 766-276296
Date: August 22, 2024

Sponsor:
Commerce Bank
Attn: Bill Gandolfo
8000 Forsyth Blvd
St. Louis, MO 63105

Bill To:
Commerce Bank
Attn: Bill Gandolfo
8000 Forsyth Blvd
St. Louis, MO 63105

This Marketing Agreement ("Agreement"), effective as of the date set forth above, between Sponsor (or "Commerce") and IMG College, LLC ("Provider"), relates to Commerce's use of licensed trademarks of the University of Florida, solely with respect to its athletics department ("University"), for an Affinity Credit Card program between Commerce and the University of Florida Alumni Association. The parties agree as follows:

Benefits: Each Contract Year (as defined below) during the Term (as defined below), Provider will provide Sponsor use of University Marks (as defined hereinafter), as described on Exhibit A ("Benefits").

Term: 08/22/2024 through 08/31/2028

Sponsorship Fee:

<u>Contract Year</u>	<u>Cash Amount</u>
2024-2025	\$20,833.33
2025-2026	\$25,000.00
2026-2027	\$25,000.00
2027-2028	\$25,000.00
2028-2029	\$4,166.67

Additional Provisions:

1. No agency commission(s) or fee(s) are included in the above Cash Amount(s). Sponsor is solely responsible for paying each such Cash Amount(s) pursuant to the below Installment Billing Schedule.
2. "Contract Year" means July 1 through June 30 each year during the Term.
3. This Agreement is governed by the additional Terms and Conditions set forth on Exhibit B.

INSTALLMENT BILLING SCHEDULE

<u>Invoice Date</u>	<u>Invoice Amount</u>
9/1/2024	\$20,833.33
9/1/2025	\$25,000.00
9/1/2026	\$25,000.00
9/1/2027	\$25,000.00
8/1/2028	\$4,166.67

Sponsor may submit each payment by check, credit card (which will incur a three percent (3%) surcharge where allowed by applicable law) or ACH/wire transfer. If Sponsor elects to pay via ACH/wire transfer, then Sponsor must send a remittance, identifying the applicable customer number and invoice number, to ar@learfield.com. If Sponsor elects to pay by check, then Sponsor must send the check, together with a remittance, identifying the customer number and invoice number, to the following remittance address, unless or until Provider directs otherwise: LEARFIELD, c/o Learfield Communications, LLC, P.O. Box 843038, Kansas City, MO 64184-3038. If Sponsor elects to pay by credit card or ACH/wire transfer, then Sponsor must request applicable account information from Provider. With respect to processing Sponsor's payment(s) hereunder, Provider will not engage with any third-party payment processor (e.g., Ariba, PayModeX).

*Terms: Due Net Thirty (30) Days
Checks made payable to LEARFIELD*

AGREED AND ACCEPTED:

Commerce Bank

IMG College, LLC

By: Bill Gandolfo

By: D-McHil

Name: Bill Gandolfo

Name: Darren McPhail

Title: Vice President

Title: General Manager

Date: 8/23/2024

Date: 8/23/24

*Thank you for your business!
For billing inquiries, please contact Provider's Office of Accounts Receivable at (336) 831-0737.*

Exhibit A

Benefits

<u>University</u>	<u>Sport</u>	<u>Product</u>	<u>Item Name</u>	<u>Quantity</u>	<u>Events</u>
University of Florida	All Sports	Intellectual Property	Use of University Marks	1	Season

Description: Sponsor shall have no domestic geographic limitations with respect to its use of University Marks hereunder. For the avoidance of doubt, only Sponsor, and no other business entities with which Sponsor is affiliated, shall have the right to use University Marks as outlined above.

Note: Sponsor's right to use University Marks is limited, hereunder, to use only on Sponsor's credit card product, itself, and on such product in promotional materials, as pre-approved by Provider and University in each instance.

Exhibit B

Terms and Conditions

University Marks. To the extent Benefits include the right to make use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("University Marks"), Sponsor shall provide Provider, for prior review and approval, all proposed uses of University Marks and examples thereof. Sponsor shall use University Marks only: (i) in the exact form, manner and context Provider approves in writing, which shall not be unreasonably conditioned, withheld, or delayed; and (ii) as further detailed on Exhibit A. Provider represents, to the best of its knowledge, that the use of any of the University Marks by Sponsor, as authorized herein, will not infringe upon or violate the patent, copyright or any other proprietary interest of any third party.

Sponsor acknowledges University Marks are and will remain the exclusive property of University, which is the sole owner of University Marks and their associated goodwill, and Sponsor, by reason of this Agreement or otherwise, has not acquired any right, title, interest or ownership claim to them. Each of Sponsor's uses of University Marks, and any and all goodwill arising from each such use, inures solely to University's benefit.

Insurance. At all times during the Term, Sponsor shall carry: (i) commercial general liability insurance (including, without limitation, premises-operations, broad-form property damage, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of One Million Dollars (\$1,000,000.00), a general aggregate of Two Million Dollars (\$2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars (\$2,000,000.00), (ii) commercial automobile liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00) for each accident, (iii) workers' compensation insurance, as required by applicable law, (iv) employer's liability insurance

with minimum limits of not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) for disease coverage for each employee and policy and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of Five Million Dollars (\$5,000,000.00) and an aggregate of Five Million Dollars (\$5,000,000.00). Each of Sponsor's automobile liability policy, general liability policy and umbrella liability policy is to (a) be written on a primary and non-contributory basis and (b) name as additional insureds Provider and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents. Under each policy listed above, a waiver of subrogation will be included in favor of Provider and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents. Sponsor will be responsible for paying any deductible or retention under its policies. Upon request, Sponsor shall furnish Provider certificates of insurance evidencing its compliance with this section's provisions.

Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors, agents and employees, from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses, including, without limitation, reasonable fees and expenses of attorneys and other professionals, of whatever kind or nature, arising out of and/or based on the material default by the Indemnifying Party of any terms of this Agreement or the negligence or willful misconduct of the Indemnifying Party in connection with such party's performance under this Agreement.

University Notice. If Provider is advised by University that Provider no longer has the right to provide Sponsor with right to use University Marks ("University Notice"), then Provider will have the option to terminate this Agreement at the end of the Contract Year for which the University Notice is applicable, with no further liability or

obligations of either party under this Agreement thereafter, except for payment of the Sponsorship Fee still owed by Sponsor at the time of termination. If the University Notice requires Provider to terminate this Agreement prior to the end of the then-current Contract Year for which the University Notice is applicable, then this Agreement will terminate upon Provider's written notice to Sponsor and Sponsor will receive a *pro rata* refund of the Sponsorship Fee, but in no event will either party have any further liability or obligation to the other party under this Agreement. In the event of this Agreement's termination as a result of a University Notice, Sponsor will have no obligation to pay the Sponsorship Fee for the period after the effective termination date.

Preparation of Promotional/Sponsorship Materials. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from Provider any such services for an additional service fee. Sponsor is responsible for timely submitting to Provider any and all advertisements, promotional/sponsorship recognitions ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to Provider's written approval, which shall not be unreasonably conditioned, withheld, or delayed. Provider's approval will not constitute approval as to conformity with any federal, state or local laws or regulations.

Compliance. In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules and regulations of University and any athletics conference to which University belongs (solely to the extent Provider provides such to Sponsor), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at www.ncaa.org)

Effect of Breach. If Sponsor fails to make a payment by such payment's due date, as set forth in the Installment Billing Schedule (and fails to cure any such non-payment within thirty (30) days after receiving from Provider written notice

with respect thereto), then Provider reserves the right to suspend delivery (or provision) of Benefits to Sponsor and/or to terminate this Agreement, effective upon written notice from Provider to Sponsor. If Sponsor breaches the University Marks Section (including, without limitation, any unauthorized use of University Marks) or the Compliance Section, then Provider reserves the right to terminate this Agreement effective upon written notice from Provider to Sponsor. Upon any termination of this Agreement, Sponsor shall not attempt to cause the removal of University Marks from any person's credit devices or records of any customer existing as of such date.

Limitation of Liability. In no event will either party be liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party alleged to be liable has knowledge of the possibility of such damages, whether under contract, tort (including negligence), strict liability or any other theory of liability; provided, however, nothing shall limit Provider's right to seek full payment of the Sponsorship Fee (without any obligation to mitigate) due to Sponsor's material breach hereunder. Neither party will, under any circumstances, be liable for any amount in excess of the total Sponsorship Fee actually paid to Provider in the twelve (12) months prior to the date any claim is asserted.

Unforeseen Events. If, due to public emergency or necessity, epidemic or pandemic, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, Provider is unable to perform any of its obligations hereunder, then Provider will not be liable to Sponsor, except to the extent of providing Sponsor a *pro rata* refund of any amounts paid for Benefits not received, to the extent the unforeseen event, continuing to persist, prevents Provider from delivering such Benefits.

Late Payments/Sales or Other Taxes. All late payments are subject to a late payment fee of one-half percent (½%) per month or the highest rate allowed by law together with all costs and

expenses of collection, including attorneys' fees and court costs. If any sales tax, use tax, gross receipts tax, service tax or other tax (other than Provider's income tax) is imposed in connection with any Benefits or payment hereunder, then Sponsor will pay such tax on or before the due date thereof and, if not otherwise paid, any unpaid amount thereof will be added to the invoice for the period that includes such due date.

Assignment. This Agreement is personal to Sponsor. Sponsor shall not sell, transfer or assign this Agreement, or any of Sponsor's rights hereunder, without Provider's prior written approval, provided, however, Sponsor may transfer or assign this Agreement without Provider's prior written approval in the event of a merger, consolidation, reorganization or acquisition, so long as the transferee entity is in the same business industry as Sponsor. No rights will devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other third party. Any unauthorized assignment will be void and of no effect unless approved by Provider in writing. Subject to the foregoing, this Agreement will be binding upon any approved Sponsor assignee or successor, and this Agreement will inure to the benefit of Provider, its successors and permitted assigns.

Miscellaneous. This Agreement (i) sets forth the parties' entire understanding with respect to its subject matter, (ii) supersedes all prior negotiations and agreements, whether written or

oral, between the parties concerning such subject matter and (iii) may be modified or amended only by a written instrument each party signs. Each party represents and warrants to the other party (a) the individual signing this Agreement on its behalf is duly authorized to do so and (b) no representations have been made or relied upon other than those expressly provided for herein. This Agreement may be executed via delivery of a commonly used electronic means (e.g., via a PDF attachment) in one (1) or more counterpart, each of which will be deemed an original, but all of which, taken together, constitute one (1) and the same agreement. No party's agent, employee or other representative is empowered to alter any of this Agreement's terms unless via written instrument signed by the appropriate party's authorized officer or agent. A waiver by either party of any of this Agreement's terms or conditions in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. Notwithstanding the University Notice Section, Provider may terminate this Agreement, effective immediately upon delivering to Sponsor written notice thereof, if Provider's University rights agreement is terminated for any reason; provided, however, Provider shall provide Sponsor a *pro rata* refund of any amounts paid for Benefits not yet received as of such effective termination date. This Agreement is governed by and construed in accordance with the laws of the State of Missouri, without giving effect to its conflict of law rules.