

GONZAGA UNIVERSITY ALUMNI ASSOCIATION AFFINITY PROGRAM AGREEMENT

This Affinity Program Agreement is made as of this 1st day of August, 2024 (“Effective Date”) by and between Idaho Central Credit Union, a credit union chartered under the laws of the State of Idaho, having its principal place of business at 4400 Central Way, Chubbuck, ID 83202 (“Credit Union”), and The Corporation of Gonzaga University, a Washington nonprofit corporation, for the benefit of its Alumni Association having its principal place of business in Spokane, Washington (“Gonzaga University” or “Alumni Association”), for themselves and their respective successors and assigns.

RECITALS

WHEREAS, Credit Union offers certain consumer credit card products to consumers within its field of membership;

WHEREAS, Alumni Association is a department within Gonzaga University serving and engaging persons who have attended or have a strong affinity for Gonzaga University and desires to make certain consumer credit cards available to its Community Members;

WHEREAS, Credit Union desires to offer certain consumer credit cards to Alumni Association’s qualified Community Members;

WHEREAS, IMG College, LLC performs certain marketing, advertising, and promotional activities for Gonzaga University pursuant to a contract between IMG College, LLC and Gonzaga University, and Credit Union has entered into two separate Marketing and Sponsorship Agreements with IMG College, LLC dated July 1, 2022, and dated July 1, 2023, which collectively authorize Credit Union to use University Marks in connection with an endorsed consumer credit card program (such agreements collectively referred to herein as the “IMG College Agreements”);

WHEREAS, Alumni Association is willing to make certain marketing channels available to Credit Union and work with Credit Union in forwarding to Community Members certain communication from Credit Union offering consumer credit cards to Community Members.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Alumni Association and Credit Union agree as follows:

1. DEFINITIONS AND RULES OF INTERPRETATION

The above recitals are incorporated herein and deemed a part of this Agreement.

When used in this Agreement, the following capitalized words and phrases will have the meaning ascribed to them as set forth below, whether used in the plural or singular, in any tense or part of speech, and regardless of gender:

“**Active Customer Account**” means a Credit Card Account or Account through which the Customer has made at least one (1) purchase or cash advance.

“Affiliate” means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term “controlling,” “controlled by” and “under common control with” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Affinity Fees” means the compensation set forth in Schedule A.

“Agents” has the meaning ascribed to such word in Section 7(b).

“Agreement” means this Affinity Program Agreement and all Schedules attached hereto and hereby incorporated by reference, as it may be amended or supplemented from time to time.

“Alumni Association” has the meaning ascribed to it in the Preamble.

“Alumni Association Affiliate” means any Affiliate of Alumni Association.

“Alumni Association Indemnified Parties” has the meaning ascribed to it in Section 8(a).

“Applicable Law” means with respect to either party, any certificate of incorporation, charter, articles of association, by-laws or other organizational or governing documents of the party and any applicable (i) federal, state or local law (including common law), ordinance, statute, treaty, rule, judgment, regulation, regulatory bulletin or guidance, regulatory examinations, licensing requirements, agreements, formal direction or order, or judicial or administrative interpretations (whether written or verbal) of any of the foregoing; (ii) regulations, by-laws, rules or guidance of any applicable self-regulatory organizations; (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network; and (iv) rulings, injunctions, judgments, orders, consent decree, determinations or findings of, or agreements with, any arbitrator, court or other Governmental Authority applicable to, or binding upon, a party or to which such party is subject, as any of the same is in effect and may be amended from time to time during the term of this Agreement. Without limiting the generality of the foregoing, “Applicable Law” includes the following, as they are in effect and may be amended from time to time during the term of this Agreement: (i) the Truth in Lending Act and Regulation Z; (ii) the Equal Credit Opportunity Act and Regulation B; (iii) the Fair Debt Collection Practices Act; (iv) the Fair Credit Reporting Act; (v) the Electronic Funds Transfer Act and Regulation E; (vi) the GLBA (as defined below); (vii) the Foreign Corrupt Practices Act; and (viii) the USA PATRIOT Act and its implementing regulations.

“Business Day” means any day, except Saturday, Sunday or a day on which financial institutions are authorized or obligated by Applicable Law to be closed.

“Claim” means any claim (including any counter or cross-claim and allegations) assertion, suit, cause of action, event, condition, investigation or other proceeding asserted any third party (including any Governmental Authority) for which a party may request indemnification under Section 8.

“Community Member” means (i) alumni of the University (as defined below), (ii) members of Alumni Association, (iii) friends, faculty and staff of the University, (iv) fans, ticket holders, donors and contributors of any University athletic team or athletic department, (v) athletic booster club members, and/or (vi) other potential participants mutually agreed to by Alumni Association and Credit Union. “Community Member” does not include a full or part-time student at the University or another institution of higher learning.

“Credit Card Account” or “Account” means an open-end consumer credit account applied for by a Customer and opened by the Credit Union pursuant to the Program that is accessed utilizing a card, plate and/or any other device, instrument or method.

“Credit Card Program” or “Program” means those credit card programs and services, and the promotion thereof, Credit Union agrees to offer pursuant to this Agreement to the Community Members from time to time.

“Credit Union” has the meaning ascribed to it in the Preamble.

“Credit Union Affiliate” means an Affiliate of Credit Union.

“Credit Union Indemnified Parties” has the meaning ascribed to it in Section 8(b).

“Credit Union Products” has the meaning ascribed to it in Section 2(e).

“Customer” means any Community Member or any other person or entity who opens an Account in the Program.

“Customer Complaint” means any submission (using whatever means or media) by or on behalf of an individual (including Community Members, and Customers) that expresses dissatisfaction with, or communicates suspicion of wrongful conduct by, an identifiable person related to such individual’s personal experience with any aspect of the Credit Union’s products, policies or services, including the Program. “Customer Complaints” include, but are not limited to, “billing errors” as defined in 12 C.F.R. § 1026.13(a), as amended from time to time.

“Effective Date” means the date set forth above in the Preamble.

“Event” has the meaning ascribed to such word in Section 11(f).

“Expiration Date” means June 30, 2027.

“Force Majeure Condition” has the meaning ascribed to it in Section 12(l).

“GLBA” refers to the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 et seq., and its implement regulation, Regulation P, 12 C.F.R. §§ 1016.1 et seq., as each may be amended from time to time.

“Governmental Authority” means any government, any state or any political subdivision thereof and any person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, whether federal, state, local or territorial, and any court or arbitrator that has valid jurisdiction over the subject matter and/or party at issue. With respect to the Credit

Union, “Governmental Authority” includes, without limitation, the Consumer Financial Protection Bureau, the National Credit Union Administration, and the Idaho Department of Finance.

”**IMG College Agreements**” has the meaning ascribed to it in the Recitals.

”**Impact**” has the meaning ascribed to such word in Section 5(b).

”**Indemnified Losses**” means any and all losses, liabilities, damages (including, but not limited to, liquidated, special, consequential, punitive and exemplary), settlements, judgments, penalties, fines, costs and expenses (including, but not limited to, reasonable fees and expenses for attorneys, other litigation expenses, experts and consultants expenses, reasonable out-of-pocket costs, interest and penalties) arising from or related to any Claims, demands, offsets, defenses, actions or proceedings by whomever asserted.

”**Information**” has the meaning ascribed to such word in Section 7(a).

”**Licensed Trademarks**” means the University Marks that, pursuant to the IMG College Agreements, Credit Union is authorized to use in connection with the Program on the terms and conditions set forth in the IMG College Agreements.

”**Marketing Channels**” has the meaning ascribed to such word in Section 2(c).

”**Marketing List**” means an updated and current list (in a format designated by Credit Union) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Community Members who are at least twenty-one (21) years of age segmented by zip codes or other mutually selected membership characteristics.

”**Marketing Plan**” has the meaning ascribed to such word in Section 2(f).

”**Recipient**” has the meaning ascribed to such word in Section 7(a).

”**Representatives**” means, with respect to a party, any employee, officer, director, trustees, managers or agent of such party. In the cases of a partnership, “Representative” also includes general and limited partners thereof. In the case of a limited liability company or corporation, “Representative” also includes members of such company or corporation.

”**Training**” has the meaning ascribed to such word in Section 3(h).

”**University**” means Gonzaga University and any office or department of, or affiliated or associated with Gonzaga University, including, but not limited to, the athletic department and the office of student affairs of Gonzaga University.

”**University Marks**” means the University’s name, logos, trademarks, service marks, trade names and other identifying indicia that Credit Union is and has been authorized to use prior to or during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF CREDIT UNION

- (a) Credit Union, at its own cost, will design, develop, maintain, and administer the Program for the Community Members and Customers. Alumni Association understands that Community Members will apply to Credit Union directly for a Credit Card Account.
- (b) Credit Union shall design all advertising, solicitation and promotional materials used in the Program, including, but not limited to, brochures, flyers, digital content, and telephone and in-person scripts; except to the extent that the Agreement permits Alumni Association to develop or disseminate, advertising, solicitation and promotional materials related to the Program.
- (c) Credit Union shall market and promote the Program as it deems appropriate, provided that the Credit Union will follow the Marketing Plan. Except to the extent limited by the terms of this Agreement, Alumni Association authorizes Credit Union to solicit Community Members by mail, newsletters, direct promotion, Internet, phone, text message, email, advertisements, social media, banking centers, events or any other means agreed to by the parties for participation in the Program (“Marketing Channels”). Alumni Association shall not be required to provide any Marketing List(s) or other lists containing Community Member names, addresses, email addresses, phone numbers, and/or similar data. Alumni Association will assist Credit Union solicit Community Members as part of an Alumni Association and Credit Union marketing plan which will include the following elements. Additionally, the Parties will discuss and review the Marketing Plan on an annual basis.
 - 6 inclusions of Credit Card Program promotion in alumni email campaigns
 - 2 number of social media posts per quarter on Alumni Association social media sites.
 - Promotion of Credit Card Program at various mutually agreed upon alumni events within geographical regions in which Credit Union is chartered to do business.
 - Presence on Alumni Association website listing Credit Union as an Alumni partner, with links to appropriate Credit Union websites.
 - Any specific mailings or outreach to alumni via U.S. mail will be done by Alumni Association at the expense of Credit Union.
 - Promotion items distributed at Alumni Association Events.
- (d) Notwithstanding the foregoing, neither Credit Union nor Alumni Association shall target market full-time or part-time University students for participation in the Program during the term of this Agreement; however, nothing contained herein shall prohibit or prevent Credit Union from fulfilling a University student’s request for a Credit Card Account. Alumni Association agrees that Credit Union shall have the sole discretion to adjust and/or stop usage of any Marketing Channels as it deems reasonable, appropriate or required by Applicable Law. Except as otherwise provided in this Agreement, Credit Union will bear all costs of designing, producing, mailing, or providing all advertising, solicitation and promotional materials for the Program.

- (e) Credit Union will make all credit decisions in its sole and absolute discretion. Alumni Association understands that a person must fall within the Credit Union's field of membership for the Credit Union to open an Account. Credit Union will bear all credit risks with respect to each Customer's Account(s) independently of Alumni Association. Without limiting the foregoing, Credit Union shall have sole discretion to determine which Credit Card Accounts shall be opened, all credit limit assignments and adjustments with respect to any Account, whether to terminate, suspend or reactive credit privileges on any Account, and the manner and method of collections to be pursued, if any, on any Account. Credit Union reserves the right to make any changes to the terms and conditions of the Credit Card Accounts.
- (f) Within 30 days> of the Effective Date, Credit Union and Alumni Association shall meet to discuss, create, and agree upon a written plan to market and promote the Program to Community Members ("Marketing Plan"). At a minimum, the Marketing Plan shall address (i) placement of a link from Alumni Association's website to the Credit Union's website for the Program;-approved (ii) placement of promotional materials for the Program in any paper or electronic newsletters or magazines published or distributed by Alumni Association; and (iii) the number of promotional emails about the Program that Alumni Association may transmit to Community Members per year-approved. Changes to the Marketing Plan shall be in writing and each party shall receive a copy of any revised Marketing Plan.
- (g) Credit Union shall provide quarterly reports to a designated Representative of the Alumni Association on total Accounts, total Active Customer Accounts, new Accounts opened during the period, gross and net transactions volume, and fraud losses pursuant to the Program. Alumni Association acknowledges that these reports will contain only aggregate and de-identified information on such Accounts and will be in a form reasonably agreed to by the parties.
- (h) Credit Union shall address and handle all inquiries, Customer Complaints, or other issues from Community Members or Customers related to the Credit Card Accounts in a timely manner and in accordance with its then-current policies and procedures and Applicable Law. Alumni Association agrees that it will refer (and shall cause its Representatives and Affiliates to refer) each Customer Complaint it receives to the Credit Union within 2 business days along with all relevant documentation and information reasonably related to the Customer Complaint, to the extent such documentation and information is within the possession or control of the Alumni Association or its Representatives or Affiliates. To the extent necessary and reasonably requested, Alumni Association will, and will cause its Representatives and Affiliates to, cooperate with and assist the Credit Union in the resolution and remediation of each Customer Complaint.

3. RIGHTS AND RESPONSIBILITIES OF ALUMNI ASSOCIATION

- (a) Alumni Association recognizes and agrees that Credit Union's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, Alumni Association agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets.

- (b) Alumni Association will provide Credit Union with such information and assistance as may be reasonably requested by Credit Union in connection with the Program. Alumni Association is not required to provide Credit Union with Community Member names, addresses, or email addresses. Alumni Association represents and warrants that it has obtained necessary authorization to share any information or data that it provides to the Credit Union pursuant to this Agreement and that such sharing complies with Alumni Association's policies and procedures.
- (c) Alumni Association will promote the Program to Community Members through Marketing Channels as set forth in the Marketing Plan.
- (d) Alumni Association may develop and disseminate, at its own costs, advertising, solicitation and promotional materials related to the Program only if the Credit Union gives prior written approval of the promotional materials and the promotional materials are consistent with the Marketing Plan.
- (e) Alumni Association will, and will cause any Alumni Association Affiliates to, communicate with Community Members about the Program using only promotional or other materials that have been provided by Credit Union to Alumni Association, unless materials were created by Alumni Association in accordance with Section 3(d).
- (f) For any inquiries or requests received by Alumni Association that are intended for Credit Union, the Alumni Association will instruct the person making the inquiry or request to contact Credit Union at a website, email address, or phone number designated by Credit Union. If Alumni Association receives any correspondence, payment or notice that is intended for Credit Union, Alumni Association will forward the correspondence, payment or notice to a designated employee of Credit Union via secure email, fax, or overnight courier within twenty-four (24) hours of receipt. Alumni Association understands that this obligation to forward correspondence, payments and notices is in addition to its obligation to forward Customer Complaints to Credit Union in Section 2(h). Alumni Association shall be liable to Credit Union for its failure or the failure of its Representatives in connection with the performance or failure to properly and timely perform any of Alumni Association's obligations under this Section 3(g).
- (g) From time to time, Credit Union may provide Alumni Association with procedures, training and guidelines regarding Applicable Laws, the Program, and Credit Union's policies and procedures ("Training"). If Credit Union provides Training, Alumni Association shall cause its Representatives to complete such Training promptly and provide evidence of completion of the Training upon request by Credit Union.
- (h) Alumni Association shall perform its obligations and duties in accordance with the terms and conditions of this Agreement, Applicable Law, the Training and Credit Union's reasonable instruction. Alumni Association is liable to Credit Union as provided herein for any act or omission of its Representatives in connection with the performance or failure to properly perform any of Alumni Association's obligations or duties under this Agreement.

- (i) Alumni Association shall maintain, and make available to Credit Union upon reasonable request, copies of promotional materials sent to Community Members through Alumni Association's Marketing Channels, including, but not limited to, call recordings of any promotional calls made to Community Members about the Program. Alumni Association shall maintain such records for a reasonable period of time designed by the Credit Union in writing and not to exceed 24 months.
- (j) To the extent not prohibited by Applicable Law, Alumni Association will send Credit Union prompt notice of any requests by a Governmental Authority or by a self-regulatory organization for Credit Union's Information (as defined below) within Alumni Association's possession or control.
- (k) Alumni Association agrees to cooperate each Governmental Authority or a self-regulatory organization with jurisdiction over Credit Union in connection with any inquiries regarding the Program, at the sole cost and expense of Credit Union so long as such costs are reasonable in proportion to any inquiry.

4. REPRESENTATIONS AND WARRANTIES

- (a) Alumni Association and Credit Union each represent and warrant to the other party that as of the Effective Date and at all times thereafter during the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing;
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement and the negotiation, execution, delivery and performance of this Agreement and all instruments and documents to be delivered hereunder have been duly authorized by all necessary and proper action;
 - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability 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;
 - (iv) No consent, release, 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, and except as expressly provided herein;
 - (v) The negotiation, execution, delivery and performance of this Agreement by such party will not constitute a violation of any Applicable Law;
 - (vi) The negotiation, execution, delivery and performance of this Agreement and all instruments and documents to be delivered hereunder 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; and

- (vii) 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.
- (b) Alumni Association and Credit Union each represent and warrant to the other party that as of the Effective Date, throughout the term of this Agreement, and during any period thereafter to wind down the Program, that it will comply with all Applicable Laws and its respective policies and procedures, including privacy and information security policies, when engaging in activities related to or associated with the Program.

5. AFFINITY FEES

- (a) During the term of this Agreement and subject to the terms and conditions herein, Credit Union shall pay Affinity Fees as described in Schedule A to Alumni Association. Affinity Fees will not be paid until Alumni Association completes and delivers a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) to Credit Union. Except as otherwise provided in Schedule A, payment of Affinity Fees due will be made approximately forty-five (45)-approve days after the end of each calendar month-approve. Alumni Association acknowledges and agrees that the Affinity Fee is the sole compensation that Credit Union must pay to Alumni Association under this Agreement. Alumni Association shall be solely responsible for payment of any and all consideration or compensation as may become due to or required by any other person or entity, including without limitation, the University, related to or in connection with this Agreement or the Program. The parties to this Agreement acknowledge that Affinity Fees shall be deemed earned when paid.
- (b) If at any time during the term of this Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a *de minimis* adverse impact on Credit Union's businesses (including the businesses of any Credit Union Affiliate providing a product or service under this Agreement), as determined by Credit Union in its sole discretion ("Impact"), then Credit Union may notify Alumni Association in writing of Credit Union's desire to renegotiate the Affinity Fees and any other financial terms in this Agreement to address the Impact. If, within thirty (30)-approve Business Days after Alumni Association's receipt of Credit Union's notice, the parties have not, for any reason, fully executed an addendum that modifies the Affinity Fees and other financial terms to address the Impact, Credit Union shall have the right to terminate this Agreement in its entirety, without penalty or liability to Alumni Association, upon ninety (90)-approve days advance written notice.
- (c) Notwithstanding anything in this Agreement to the contrary, Credit Union will not be required to pay Affinity Fees or any other compensation to Alumni Association in

connection with any credit card account opened for a full or part-time University student in the Program.

6. PROGRAM ADJUSTMENTS

Credit Union has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. Credit Union will notify Alumni Association of material changes to the Program and will provide Alumni Association promptly with any updated advertising, solicitation, or promotional materials reflecting the change.

7. CONFIDENTIALITY

- (a) The terms of this Agreement, any proposal, financial information, Marketing Plan competitive advantage and disadvantage, performance information, legally privileged information and proprietary information regarding the party provided by or on behalf of one party to the other party (“Recipient”) prior to, contemporaneously with, or after the Effective Date of this Agreement (“Information”) is confidential as of the date of disclosure. “Information” shall be deemed to include information developed, produced or derived from any of the foregoing. A Recipient shall only use the Information to the extent necessary to perform its obligations or to exercise or enforce its rights with respect to this Agreement and shall not disclose the Information to another person or entity, except as permitted under this Agreement or as mutually agreed to in writing. “Information” does not include: (i) information which is or becomes generally available to the public without breach of this Agreement or other security breach; (ii) information already known at the time it is disclosed that is free of any obligation to keep such information confidential at the time of its disclosure, each as shown by the parties’ records; (iii) information that rightfully becomes available to Recipient or its Representatives from a source authorized to disclose it without restriction; or (iv) information that Recipient or its Representatives independently developed without the use of or reference to the Information or that is unrelated to this Agreement or the Program.
- (b) A Recipient shall be permitted to disclose the Information to its accountants, lawyers, financial advisors, marketing advisors, Affiliates and Representatives (“Agents”) and, in the case of the Alumni Association, to the University, as necessary for the performance of its respective duties, provided that such Agents and the University agree to treat the Information as confidential in the manner described in Section 7(a). Any Recipient who discloses Information to its Agents shall be liable for any breach of this Section 7 by its Agents. A Recipient shall also be permitted to disclose Information as required by Applicable Law or pursuant to a request from any Governmental Authority or self-regulatory authority having appropriate jurisdiction. Excluding requests from a Governmental Authority with jurisdiction over the Credit Union or any of the Credit Union’s activities, if a Recipient receives a request or demand to disclose Information pursuant to a subpoena, summons, civil investigative demand, order requesting Information that is issued through any judicial, executive, or legislative process, the Recipient, to the extent allowed and not prohibited by Applicable Law, shall (i) notify the affected party promptly after receipt of the request; (ii) consult with the affected party on the advisability of taking legally available steps to resist or narrow such request; and (iii)

if the disclosure of such Information is required or deemed advisable, cooperate with the affected party in any attempt by the affected party to obtain an order or other reliable assurance that confidential treatment will be accorded to the Information of the affected party to be disclosed.

- (c) To the extent required by Applicable Law, the parties may disclose this Agreement to relevant Governmental Authorities. Except to the extent allowed and not prohibited by Applicable Law, each party agrees to, prior to filing any copy of this Agreement with any Governmental Authority, consult with the other party with respect to redacting, to the maximum extent practical and consistent with Applicable Law, portions of this Agreement.
- (d) Each party shall comply with and use commercially reasonable efforts to: (i) cause its Representatives and Affiliates to comply with the provisions of this Section 7; (ii) protect the other party's Information and limit access to such Information to those Representatives, vendors, consultants, service providers, contractors and other third parties who have a reasonable need to access such Information in connection with the Credit Card Accounts, the Program or other purposes permitted by this Agreement; and (iii) obtain contractual confidentiality commitments substantially similar to those set for in this Section 7 from each vendor, consultant, service provider, contractor or other third party to which the Recipient provides access to the other party's Information. A Recipient shall, promptly upon discovery, notify the other party of any misuse of or unauthorized access to the Information of which it becomes aware and will cooperate in remedying such situation promptly.
- (e) Upon expiration or earlier termination of this Agreement, each party shall comply with the other party's reasonable instructions regarding the disposition of the other party's Information. Such instructions may include, to the extent reasonably practicable, the return or destruction of any and all of the other party's Information (including any electronic or paper copies, reproductions, extracts or summaries thereof) and certification of compliance with this Section 7(e) by an officer; provided, however, that such return or destruction shall not be required for Information (i) required to be retained pursuant to the Recipient's disaster recovery plan; (ii) that has been submitted to the Recipient's board of directors or a Governmental Authority, or (iii) of which Applicable Law requires the Recipient to retain a copy, provided further, that the copy shall be used solely to comply with such Applicable Law. If either party has provided Information of the other party to any vendors, consultants, service providers, contractors or other third parties in accordance with the terms of this Agreement, the party providing such Information to such vendors, consultants, service providers, contractors or other third parties shall be responsible for such third parties compliance with the requirements of this Section 7(e).
- (f) Each party acknowledges that a breach by the other party of that party's obligations under this Section 7 may cause immediate and irreparable harm to the non-breaching party for which money damages may not be an adequate remedy.

8. INDEMNIFICATION/LIMITATION OF LIABILITY

- (a) By Credit Union:

Credit Union hereby agrees to protect, defend, indemnify, and hold harmless Alumni Association, and its Representatives, successors and assigns (the "Alumni Association Indemnified Parties") from and against any and all Indemnified Losses arising from any and all Claims that if proven to be true, would constitute: (i) a breach by the Credit Union of its duties, obligations, representations or warranties set forth in this Agreement; and/or (ii) gross negligence or willful misconduct of Credit Union or any of its Representatives, successors, and/or assigns in connection with or relating to the Program. In the event of any Claim, the Alumni Association Indemnified Party shall provide the Credit Union with prompt written notice of the Claim, and a copy of any complaint, petition, or other written documents setting forth the Claim. The Alumni Association Indemnified Parties shall cooperate with the Credit Union on reasonable terms and conditions in the defense or settlement of any Claim. The Credit Union shall have the right and duty to engage legal counsel to defend or settle any Claim; provided that the Alumni Association Indemnified Parties shall have the right to engage at their expense separate legal counsel to monitor the defense or settlement of any Claim. The Credit Union shall have the right to settle or compromise any Claim, provided Alumni Association shall have the right to approve any settlement or compromise that reduces the rights or benefits of Alumni Association or Alumni Association Indemnified Parties under this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Credit Union's cumulative liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to those arising out of or related to this Agreement) with respect to Claims defined herein, shall not under any circumstances exceed the amount of the revenue earned by Credit Union pursuant to this Agreement for the immediately preceding year.

(b) By Alumni Association:

Alumni Association hereby agrees to protect, defend, indemnify, and hold harmless the Credit Union, and its Representatives, successors and assigns (the "Credit Union Indemnified Parties") from any and all Indemnified Losses arising from any and all Claims that if proven to be true, would constitute: (i) a breach by Alumni Association of its duties, obligations, representations or warranties set forth in this Agreement; and/or (ii) gross negligence or willful misconduct of Alumni Association or any of its Representatives, successors, and/or assigns in connection with or relating to the Program. In the event of any Claim, a Credit Union Indemnified Party shall provide Alumni Association with prompt written notice of the Claim, and a copy of any complaint, petition, or other written documents setting forth the Claim. The Credit Union Indemnified Parties shall cooperate with Alumni Association on reasonable terms and conditions in the defense or settlement of any Claim. Alumni Association shall have the right and duty to engage legal counsel to defend or settle any Claim; provided that the Credit Union Indemnified Parties shall have the right to engage at their expense separate legal counsel to monitor the defense or settlement of any Claim. Alumni Association shall have the right to settle or compromise any Claim, provided that the Credit Union Indemnified Parties shall have the right to approve any settlement or compromise that reduces the rights or benefits of the Credit Union Indemnified Parties under this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed.

- (c) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (WHETHER IN NEGLIGENCE OR STRICT LIABILITY) OR OTHER LEGAL OR EQUITABLE THEORY, OR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED THAT THIS LIMITATION SHALL NOT LIMIT A PARTY'S INDEMNITY OBLIGATIONS UNDER SECTIONS 8(a) OR 8(b), RESPECTIVELY, A PARTY'S OBLIGATION UNDER SECTION 8 TO INDEMNIFY THE OTHER PARTY FOR A PAYMENT MADE BY SUCH OTHER PARTY TO AN UNAFFILIATED THIRD PARTY NOR TO DAMAGES OR LIABILITIES ARISING FROM A MATERIAL BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT.

9. TERM

The initial term of this Agreement will begin on August 1, 2024 ("Effective Date") and end on June 30, 2027 ("Expiration Date") unless terminated by a party in accordance with Section 11 before the Expiration Date. This Agreement shall be renewed only upon written agreement of both parties.

10. GOVERNING LAW

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflicts of law provisions, and/or, if and as required, applicable federal law.

11. TERMINATION

- (a) Either party may, at its option and for any reason not otherwise contemplated by the provisions of this Section 11, terminate this Agreement upon ninety (90) days written notice to the other party.
- (b) If either Credit Union or Alumni Association becomes insolvent in that its liabilities exceed its assets, it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, takes advantage of or is subject to any insolvency proceeding, makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation, then the other party may immediately terminate this Agreement upon notice to the other party.
- (c) If one or both of the IMG College Agreements are terminated and Credit Union no longer possesses a license to use the Licensed Trademarks, then Credit Union may immediately terminate this Agreement upon notice to Alumni Association.
- (d) Upon the expiration or earlier termination of this Agreement, Credit Union may conclude all solicitations and credit application in circulation or being processed on the termination date or Expiration Date to the extent required by Applicable Law. Upon termination of this

Agreement, Alumni Association will promptly return any solicitation or promotional materials to Credit Union and will provide reasonable assistance to Credit Union to winddown the Program in an orderly manner.

- (e) Credit Union will have the right to prior review and approval of any notice in connection with, or relating or referring to the expiration or earlier termination of this Agreement to be communicated by Alumni Association or any Alumni Association Affiliate to the Community Members; provided, however, that Credit Union's review and approval shall be limited to a determination that the content is factually accurate, complies with any obligation of confidentiality between the parties, and does not criticize, disparage, condemn or impugn the reputation or character of Credit Union. Such approval will not be unreasonably withheld, conditioned or delayed.
- (f) If Applicable Law or a Governmental Authority with authority over Credit Union or its activities has or will have a material adverse effect on Credit Union's businesses (including the businesses of any Credit Union Affiliate providing a product or service under this Agreement), as determined in Credit Union's sole discretion ("Event"), Credit Union may notify Alumni Association in writing of Credit Union's desire to renegotiate the terms of this Agreement to address the Event. If, within thirty (30)-approve Business Days after Alumni Association's receipt of Credit Union's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Credit Union shall have the right to terminate this Agreement in its entirety, without penalty or liability to Alumni Association, upon ninety (90)-approve days advance written notice, unless shorter notice is required by Applicable Law or a Governmental Authority with authority over Credit Union or its activities.
- (g) Upon the termination of this Agreement, Credit Union shall continue to administer and service Credit Card Accounts opened under this Agreement until June 30, 2027. For the avoidance of doubt, this Agreement does not place any obligation on the Credit Union to keep Credit Card Accounts opened for Customers if the Credit Union's policies, procedures, or practices require the Credit Union to otherwise close those Customers' Credit Card Accounts.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended, modified or supplemented except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 3(g), 3(i), 3(k), 3(l), 4(c), 7, 8, 11(d), 11(e), 11(g), 12(c), 12(m), 12(o) and 12(p) shall survive the expiration or any earlier termination of this Agreement.
- (c) Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party, whether at law, in equity or otherwise. The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.

- (d) The section captions are inserted only for convenience of reference only, are in no way to be construed as part of this Agreement and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and/or conditions of this Agreement in any manner.
- (e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court of competent jurisdiction or Governmental Authority, such invalidity or the unenforceability will not affect the remainder of this Agreement, which will survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) Any notice, request, demand, instruction or oilier communication to be given to any party hereunder, shall be in writing, and shall be deemed to be received, whether actually received or not, upon (a) personal delivery by courier (including overnight delivery service such as FedEx), (b) confirmed facsimile or email (provided a copy thereof is sent by an overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested) or (c) on the day of deposit of the original in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

1. If to Alumni Association:

Office of University Advancement
Gonzaga University
ATTN: Bob Finn
817 E. Desmet Ave
Spokane, WA 99258
Phone: 509-313-3709
Email: finn@gonzaga.edu

2. If to Credit Union:

Idaho Central Credit Union
ATTN: Michael Watson
PO Box 2469
Pocatello, ID 83206
Phone: 208-239-3017
Email: mwatson@iccu.com

Any party may change the mail and e-mail addresses to which written notices are to be sent by giving notice, as provided herein, of such change of address. Communication sent using e-mail properly addressed as required by this Section 12(f) shall be presumed properly sent notwithstanding the receipt by the sender of an undelivered notice or similar automated response.

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with

respect to the matters covered herein. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement.

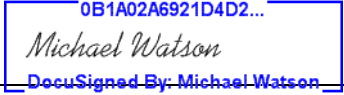
- (h) Except as otherwise provided in this Section 12(h), neither Alumni Association nor Credit Union may assign this Agreement nor any of its rights or obligations under or arising from this Agreement without the prior written consent of Credit Union, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Credit Union may, without the prior consent of Alumni Association, assign this Agreement and/or any of its rights or obligations hereunder to: (i) an Affiliate or whole owned entity of Credit Union; (ii) to an entity that merges with Credit Union or acquires all or substantially all of the assets and obligations of Credit Union; and/or (iii) to any person or persons pursuant to an order of or reorganization by any Governmental Authority. Credit Union may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Credit Union Products may be offered through Credit Union's Affiliates or business partners as provided under this Agreement.
- (i) Credit Union and Alumni Association are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (j) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than Alumni Association and Credit Union, their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
- (k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is legitimately caused by (a) strike, lockout or other labor dispute; (b) fire, flood, windstorm, hurricane, tornado, earthquake, tsunami, or other natural disaster or other act of God that impacts the business operations of the party; (c) rioting, civil disturbance or social unrest; (d) explosion, terrorism, war (whether or not declared), civil or military authority or embargo; (e) government laws, government agency, rules, regulations or requirements; (f) epidemic or pandemic, whether or not occurring or commenced before or after the date of this Agreement or quarantine or shelter-in-place orders imposed by an applicable Governmental Authority due to a such epidemic or pandemic; (g) act or omission of carriers; or (h) other similar cause beyond a party's control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("Force Majeure Condition"). The non-delayed party shall have the right to terminate this Agreement if such Force Majeure Condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.

- (m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. The parties agree that if a representative of each of the parties signs this Agreement (whether manually or electronically) and transmits such Agreement to the other party or parties via facsimile or electronically transmitted portable document format, this Agreement shall be treated in all manner and respects as having an original signature (or counterpart thereof) and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.
- (n) This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns.
- (o) Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the parties. To the extent the parties cannot resolve any such dispute through such negotiations, each party agrees that all actions and proceedings arising out of or relating to this Agreement or any of the transactions contemplated hereunder, for which access to court is permitted under this Agreement, shall be brought in the United States District Court of Idaho or, should such federal court lack competence to hear such action or proceeding, in a state court with competent subject matter jurisdiction in Idaho. Each party agrees, in connection with any such action or proceeding, to submit to the jurisdiction of and agree to venue in either such courts and waive any objection to venue laid in this Section 12(o).
- (p) **WAIVER OF JURY TRIAL. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR ANY RELATED AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BETWEEN OR AMONG THE PARTIES DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY RELATED AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND EACH RELATED AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12(p).**

[This space intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement, or caused this Agreement to be duly executed and delivered on its behalf, as of the Effective Date.

IDAHO CENTRAL CREDIT UNION:

By: 
Name: Michael Watson
Title: Chief Marketing Officer

THE CORPORATION OF GONZAGA UNIVERSITY:

By: 
Name: Kara Hertz
Title: Assistant Vice President Alumni & External Relations

SCHEDULE A

Affinity Fees

During the term of this Agreement, Credit Union will pay Alumni Association Affinity Fees pursuant to Section 5 of this Agreement calculated as follows:

A payment of twenty percent (20%) of the actual interchange fee payable to the Credit Union on all retail purchase transactions dollar volume generated by Customers using Active Customer Accounts minus those transactions that relate to refunds, returns, fraudulent and/or unauthorized transactions.