

AFFINITY ROYALTY LICENSING AGREEMENT

THIS AGREEMENT, to be effective the 5th day of August, 2022 (the "Effective Date") is by and between Jayhawk Community Partners, Incorporated, a not-for-profit association having its principal office at the 1450 Jayhawk Blvd. #245, LAWRENCE, KS 66045, acting on its behalf and on behalf of The Kansas University Alumni Association (KUAA) ("referred to herein as "Affinity Group")), and INTRUST Bank, N.A., a national association, having its principal offices at 105 N. Main, Wichita, Kansas 67202 ("IB").

RECITALS:

WHEREAS, IB desires to make available its consumer and business credit card(s) issued in association with various card networks of IB's choosing from time to time, which may include Visa, MasterCard, and American Express, convenience checks, and related services (hereinafter referred to as "Credit Card(s)") to KUAA constituency, which includes alumni, officers, directors, employees, friends, faculty, staff members, and other individuals related to The University of Kansas and KUAA ("Members"); and

WHEREAS, Affinity Group is willing to allow IB to use certain proprietary intellectual property for IB's offering of Credit Cards to and among the Members subject to the terms and conditions hereinafter contained.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. License to Use Marks.

(a) During the term of this Agreement, IB shall have the right and license to use the current and future respective name, mascot, trademarks, service marks, copyrights, logos, and film or likenesses of mascot of Affinity Group or to which Affinity Group has rights (collectively the "Marks") solely in connection with the marketing, issuing, and servicing of Credit Cards to Members under this Agreement throughout the United States (the "Affinity Program"). Examples of current Marks are set forth in Exhibit A attached hereto. Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by IB. Affinity Group hereby agrees that the Marks may be used on all Affinity Program materials, associated forms, and disclosures. Affinity Group and IB agree that IB will only issue Credit Card products bearing the Marks pursuant to this Agreement, unless otherwise mutually agreed in writing by IB and Affinity Group. Except for amounts paid to Affinity Group pursuant to Paragraph 5, IB shall not be required to pay any additional amounts to Affinity Group, or on account of Affinity Group, in connection with the use of the Marks in conjunction with this Affinity Program. For clarity, additional amounts may be required for access to physical mascots or venues not under Affinity Group's control.

(b) Subject to the foregoing, Affinity Group is and shall remain the owner or licensee of all rights in and to the Marks, including all rights in and to any copyright, trademark, service mark and/or like rights pertaining thereto. Any and all rights to the Marks not herein specifically granted and licensed to IB are reserved to Affinity Group. Except as otherwise specifically provided for in Paragraph 10(e) hereof, upon the termination of this Agreement, all rights conveyed by Affinity Group to IB with respect to the use of the Marks shall cease, and all such rights shall revert to Affinity Group. Upon termination of this Agreement, IB shall have no further right to market its Credit Card products using the Marks or to further utilize any promotional materials containing the Marks.

2. Mailing Lists.

(a) Affinity Group shall provide IB with lists (which KUAA already maintains in its normal and customary business practice for its own purposes and has sublicensed to Affinity Group for Affinity Group to provide as set forth herein) of Members eighteen (18) years of age and older, including names and the preferred Member mailing addresses, via media and in a format reasonably required by IB (the "Lists"). Affinity Group shall provide or cause to be provided to IB updated Lists upon request from IB from time to time but not more frequently than once every ninety (90) days. If IB desires to undertake a campaign that requires email addresses, Affinity Group will provide Member email addresses with the Lists or alternatively, at Affinity Group's sole discretion, Affinity Group may direct KUAA to email any campaign materials using its systems and Member email information. All Lists shall be provided to IB by Affinity Group at no additional costs to IB beyond that set forth in Paragraph 5. Upon request, Affinity Group may, at its sole discretion, provide additional demographic information to IB for purposes of promoting the Affinity Program. IB shall have the right to attend KUAA events free of charge for the purpose of soliciting Affinity Program applications, provided that Affinity Group, in consultation with KUAA, in its sole discretion may deny IB access to a particular event should Affinity Group determine solicitation of Credit Card applications is undesirable due to the nature of the event; attendance at such events will be mutually agreed upon by IB and Affinity Group in advance.

(b) IB shall use the Lists and information provided by Affinity Group on a basis consistent with the intent and terms of this Agreement, i.e., to market and service Credit Cards and the Affinity Program. IB and its sublicensees shall not rent, use or permit any third party to use such Lists for any other purpose. IB and its sublicensees shall not rent or otherwise make available such Lists to any third party (except for the purposes of fulfilling obligations under this Agreement) without the express written consent of Affinity Group. The Lists provided by Affinity Group are and shall remain the sole property of KUAA provided they have been provided to IB by Affinity Group at no expense to IB. IB may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship with any Member. This information becomes a part of IB's own files which shall not be subject to this Agreement and will not imply or suggest any endorsement by Affinity Group.

(c) Best efforts will be used to maintain the accuracy of the Lists but Affinity Group makes no guaranty of the accuracy thereof. Affinity Group, in consultation with KUAA, may impose limitations with respect to Members to be included in the Lists. If any Member requests

deletion, limitation, nondisclosure or any other change or withholding of information, then IB and Affinity Group shall honor such request.

(d) Subject to the foregoing, Affinity Group is and shall remain the owner or licensee of all rights in and to the Lists (which KUAA has authorized Affinity Group to license and share with IB pursuant to the terms hereof). Any and all rights to the Lists not herein specifically granted and licensed to IB are reserved to KUAA as owner. Except as otherwise specifically provided for in Paragraph 10(e) hereof, upon the termination of this Agreement, all rights conveyed by Affinity Group to IB with respect to the use of the Lists shall cease, and all such rights shall revert to KUAA. Upon termination of this Agreement, IB shall have no further right to market its Credit Card products using the Lists, and IB shall return or certify destruction of same.

3. Offering of Credit Cards by IB. IB may offer Credit Cards to Members in accordance with the following provisions:

(a) Subject to subparagraph (c) of this Paragraph 3, IB may, at its own expense, design and develop Credit Cards along with such marketing, promotion and solicitation materials as it deems appropriate to promote the Affinity Program among Members, and Affinity Group shall not unreasonably impede IB with the administration of such activities. IB shall schedule and direct the solicitation of the Members. IB reserves the right to limit its solicitation materials to those persons determined in IB's and its sublicensee's discretion, including without limitation, those persons deemed by it to be creditworthy in accordance with IB's and/or its sublicensee's normal credit criteria and practices.

(b) Subject to subparagraph (c) of this Paragraph 3 and all applicable federal, state and local laws and any other applicable industry rules and regulations, all approved accounts shall receive Credit Cards issued by IB. Affinity Group shall have the right to review the use of the Marks on the Credit Cards for the sole purpose of protecting the goodwill associated with the Marks, such approval may not be unreasonably withheld or delayed. Except as expressly allowed herein, Affinity Group shall have no other right to design or participate in the design of the Credit Cards.

(c) IB shall submit to Affinity Group, for its prior approval, samples of all Credit Cards and all acquisition marketing, promotional, or solicitation materials, printed or otherwise, which IB intends to utilize to promote the Affinity Program among Members, including promotional merchandise which may or may not bear the Marks used to incent individuals to apply for Credit Cards. Affinity Group shall review such materials and respond to IB's request for approval on a timely basis. In addition, approval by Affinity Group of any marketing materials submitted by IB for review shall not be unreasonably withheld or delayed. If a response has not been received within fifteen (15) Business Days (any day in which IB is open for business), the submission will be deemed approved. Affinity Group shall review such materials only to protect the goodwill associated with the Marks. Once approved, IB has no obligation to submit the same or similar materials for Affinity Group's approval. IB further reserves the right to communicate non-marketing information to the cardmember, which it normally sends its other cardmembers, and that utilizes Affinity Group's name or logo, without having to obtain the approval of Affinity Group. If IB wishes to promote other financial products to Members using Affinity Group's

endorsement, name or logo or promote financial products to Members using the Lists as provided by Affinity Group, IB will obtain prior approval for such use of the Lists. IB acknowledges that promotion of other such financial products may require payment of an additional royalty beyond the costs set forth in Paragraph 5.

(d) Other than Affinity Group's general promotional activities as specified in this Agreement or as provided in any separate advertising and marketing agreement(s) entered into in writing between the parties, neither Affinity Group nor its officers, directors, employees, or agents will engage in any direct solicitations or marketing related to the Affinity Program or Credit Cards without IB's written approval.

4. Issuance of Credit Cards.

(a) For Credit Cards, all credit decisions, including but not limited to, the initial approval of accounts, the establishment of credit lines and the closing of accounts shall be within the exclusive discretion of IB.

(b) Credit Cards issued by IB and its sublicensees pursuant to the Affinity Program shall be governed by terms of cardmember agreements to be entered into between Members and IB. Notwithstanding any other limitations contained in this Agreement, IB shall have the right to amend such cardmember agreements at any time in accordance with applicable law, including without limitation, the applicable annual percentage rate (APR).

(c) Affinity Group shall not possess any ownership interest in Credit Cards issued and accounts accessible through use of Credit Cards (collectively the "Accounts"). In addition, any and all outstanding balances with respect thereto (including, without limitation, all amounts owing for the payment of goods and services, periodic finance charges, late and other charges) and all records developed and retained by IB in connection therewith, shall be the sole property of IB or its assigns and Affinity Group shall have no rights or interests therein.

5. Royalties.

(a) In consideration of the use of the Marks and the Lists, subject to the terms and conditions of this Agreement, IB shall pay to JCP an amount equal to fifteen percent (15%) of the interchange income earned on Net Purchase transactions by Members and received by IB from its sublicensee for which it was earned for each month (or portion thereof) during the term of this Agreement ("Royalties"). "Net Purchase" means the dollar value of the purchases charged to a then-current Accounts during the applicable period, excluding transactions other than purchases (such as cash advances, convenience checks, and balance transfers) net of the dollar value of any chargebacks, refunds, purchase returns, and credits for purchases (other than payment credits). Affinity Group acknowledges and agrees that KUAA and JCP will benefit from the payment of the Royalties to JCP hereunder.

(b) IB will pay Royalties to JCP by the 20th day of month (or, if the 20th day of such month is not a Business Day, the next Business Day thereafter) following the month in which Royalties are earned. Contemporaneous with the payment of Royalties, IB shall provide Affinity

Group with a monthly reconciliation report. Affinity Group shall have the right upon reasonable notice to IB to have Affinity Group's outside auditors review IB's books and records related to the identification of cardholders and the reconciliation reports to confirm their accuracy.

(c) IB may off-set or set-off from any payment to Affinity Group any amounts that Affinity Group may owe IB for any reasons, whether under this Agreement, another agreement, or otherwise. IB reserves the right to collect and upon demand Affinity Group will pay IB the amount of Royalties paid to Affinity Group related to the dollar value of any chargebacks, refunds, purchase returns, or credits for purchases including within Net Sales in prior periods and not otherwise off-set by IB.

6. Relationship. Nothing in this Agreement is intended or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

7. Confidentiality. For the term of this Agreement and or a period of one (1) year following its termination for any reason whatsoever, to the extent permitted by law, IB and Affinity Group (including their respective officers, directors, employees, agents, and assigns) shall keep confidential any and all information obtained from the other party concerning the assets, properties, business services, clients, trade secrets, organizational structure, philosophy, objectives, marketing plans and materials, financial plans and results and other information relating to the other party (the "Confidential Information"), and shall not use such information for any purpose other than that purpose contemplated under this Agreement or as may be required by law. Each party acknowledges the importance of maintaining the security and confidentiality of Confidential Information and agrees to take whatever measures are necessary to prevent the unauthorized or inadvertent transfer, disclosure, access or use of the other party's Confidential Information to or by any third party. Each party agrees to ensure that the terms and conditions of this Agreement are adhered to by all persons who have access to the other party's Confidential Information through such party at any time, including employees, agents, and sublicensees. Each party shall be responsible for breaches of confidentiality by its own employees, agents and other parties who gain access to information through such recipient party. Each party further agrees that if any of the other party's Confidential Information is disclosed by the recipient party's employees, agents, or sublicensees in violation of this Agreement, such recipient party will notify the disclosing party in writing of the unauthorized misrepresentation, disclosure or use and take all steps, at its own expense, reasonably necessary to enforce and to protect the disclosing party from additional disclosure and to remedy such misrepresentation, disclosure or use. The term Confidential Information, as used herein, does not include any information that (i) was lawfully in a party's possession prior to any disclosure by or on behalf of the other party, or (ii) becomes lawfully available to a party provided that the source of such information was not bound by a confidentiality agreement with or for the benefit of the other party, or (iii) is generally available to the public other than as a result of disclosure in violation of this Agreement. Confidential Information shall be disclosed only to those parties that are actively and directly participating in the Affinity Program and who need to know such Confidential Information for the purpose of executing the Affinity Program, and each party shall use best efforts to inform the receiving party of the confidential nature of such Confidential Information and directed to keep such Information confidential. However, no party hereto shall be obligated to keep confidential any information

which: (i) was marked by the other party “not confidential,” (ii) was in the possession of the receiving party prior to this Agreement; (iii) was lawfully obtained from a third party; or (iv) is required to be disclosed pursuant to applicable legal and/or regulatory requirements.

8. Representations and Warranties.

(a) IB represents and warrants that:

(i) It is a national association duly organized, validly existing and in good standing under the laws of the United States of America; and

(ii) The execution and delivery by IB of this Agreement, and the performance by IB of the transactions contemplated hereby, are within IB’s banking authority, have been duly authorized, do not require any consent or other action by any third party or governmental body or agency (other than informational filings required by the applicable card network), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the Articles of Association or by-laws of IB or of any agreement, judgment, injunction, order, decree or other instrument binding upon IB.

(b) Affinity Group represents and warrants that:

(i) Jayhawk Community Partners, Inc. is a not-for-profit organization duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization.

(ii) The Kansas University Alumni Association is a not-for-profit organization duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization.

(iii) The execution and delivery by Affinity Group of this Agreement, and the performance by Affinity Group of the transactions contemplated hereby, are within Affinity Group’s powers, have been duly authorized by all necessary action, do not require any consent or other action by any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law, regulation, or under any governing documents, charter or bylaw, or any agreement, judgment, injunction, order, decree or other instrument binding on Affinity Group;

(iv) The use of the Marks and the Lists by IB and its sublicensees as permitted by this Agreement will not infringe upon the trade name, copyright, trademark, or other intellectual property right of any third party; it is not currently aware of any claims, and is not currently involved in any litigation, challenging Affinity Group’s proprietary interest and license in and to the Marks or the Lists or their license to IB or use as permitted by this Agreement;

(v) Unless expressly noted in the Lists, Affinity Group is subject to no obligation, whether under applicable law, contractual, or otherwise, that would restrict the use of the Lists by IB or its sublicensees from engaging in marketing, promotional, or solicitation activities under the Affinity Program; and

(vi) This Agreement and all exhibits attached below (“Exhibits”) are integral parts of this Agreement, have been validly executed by the parties thereto and represent binding agreements between the respective parties to each agreement: Exhibit A: Marks. The parties acknowledge that they may enter into separate advertising and marketing agreement(s) as mutually agreed in writing between the parties.

9. Release and Indemnification.

(a) IB shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of Affinity Group, its affiliates, officers, directors, agents, or employees in connection with the entry into, or performance of, any obligation of IB under this Agreement. Affinity Group shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of IB, its affiliates, officers, directors, agents, or employees in connection with the entry into, or performance of, any obligation of Affinity Group under this Agreement.

(b) IB shall indemnify, defend and hold Affinity Group harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses, or other costs (including reasonable counsel fees and disbursements), but excluding Excluded Damages, arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of IB contained in Paragraph 8 above, (ii) any act or omission of IB in connection with the issuance of Credit Cards and/or the administration of the Accounts and (iii) any negligent act or omission or willful misconduct of IB or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

(c) Subject to the terms, conditions, liability limitations under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.) or affirmative defenses available under state law, Affinity Group shall indemnify, defend and hold IB harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs, but excluding Excluded Damages, arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Affinity Group contained in Paragraph 8 above, (ii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by IB or its sublicensees of the Marks or the Lists as contemplated by this Agreement, and (iii) any negligent act or omission or willful misconduct of Affinity Group or its directors, officers, employees, agents, venture partners or assigns in connection with the entry into or performance of this Agreement.

(d) Except for specific types of damages stated elsewhere in this Agreement, neither party will be liable to the other party for damages for lost profits, exemplary, punitive, special, incidental, indirect, or consequential damages suffered by the other party, except for damages payable by a party owed indemnification under this Section 9 to a person not related to such party (collectively, “Excluded Damages”).

10. Term and Termination.

(a) Subject to the provisions of subparagraphs 10(b), (c) and (d) below, performance under this Agreement shall commence as of Effective Date and shall continue until August 5, 2029 (the “Initial Term”). Thereafter, this Agreement shall be automatically renewed for successive annual periods thereafter (each a “Renewal Term”) unless either party delivers a written notice of termination at least 90 days before the end of the Initial Term or the then-current Renewal Term of its intent not to renew the Agreement.

(b) If there is a default or breach by either party in the performance of any term or condition of this Agreement (including any material misrepresentation by either party of any matter set forth in Paragraph 8 herein) and any such default or material misrepresentation in this Agreement shall continue for a period of sixty (60) days after receipt of written notice thereof (setting forth in detail the nature of such default or misrepresentation), then this Agreement shall terminate as of the 61st day following the receipt of such written notice at the option of the non-defaulting party. If the non-defaulting party does not elect to terminate this Agreement, the non-defaulting party may file suit for injunctive relief to require the defaulting party to comply with the terms of this Agreement.

(c) This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, in the event that either party shall become subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings pursuant to applicable state or federal law.

(d) In the event any material change in any federal, state or local law, statute, operating rule or regulation, or any material change in any operating rule or regulation of the applicable card network or in the terms and conditions of IB’s agreement with its sublicensee makes the continued performance of this Agreement under such changed terms and conditions unduly financially burdensome or legally prohibited, then IB shall have the right to terminate this Agreement upon 60 business days advance written notice. Such written notice shall include a detailed explanation as evidence of the burden imposed as a result of such change.

(e) Upon termination of this Agreement:

(i) Affinity Group shall promptly destroy all take-one and any other promotional materials that have been supplied by IB to Affinity Group and are still in Affinity Group’s possession;

(ii) All Accounts which have been opened pursuant to the terms hereof, together with all Accounts for which applications have been received but not yet processed by IB as of the effective date of such termination, shall remain the sole and exclusive property of IB, and Affinity Group has no right or option to purchase any such Accounts;

(iii) IB shall have the right, but not the obligation, to reissue Credit Cards previously issued to Members pursuant to this Agreement and to issue Credit Cards to applicants whose application are received after the effective date of such termination, in its own name and without any reference to Affinity Group or use of a Mark on such Credit Cards. However, all

Credit Cards using a Mark must be converted at expiration, and until expiration or reissue, all Credit Cards using a Mark may continue to use a Mark, however, all Credit Cards must be converted at expiration or within twelve (12) months from termination whether or not they have expired;

(iv) All obligations to Affinity Group shall cease after the effective date of such termination;

(v) If this Agreement is terminated before the completion of the Initial Term due to an uncured material default by Affinity Group, or due to a material misrepresentation by Affinity Group of subparagraph (b) or (c) above, or is terminated by Affinity Group without cause, Affinity Group shall immediately remit to IB all Affinity Program expenses incurred to date, not to exceed \$25,000.

(f) Except for Excluded Damages, nothing contained herein shall limit the remedies available to either Affinity Group or IB, including seeking monetary or equitable relief, in the event of a termination due to a violation of subparagraphs (b) or (c) above.

11. Exclusivity. Except as otherwise provided herein, during the term of this Agreement, (a) IB shall have the exclusive right to market and issue credit cards bearing or using the Marks, and (b) Affinity Group agrees that it shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, offer to endorse, or enter into any agreement with any other provider for the issuance or provision of any credit card bearing the Marks to Members. Such cards mean any credit card associated with any card network, including but are not limited to, MasterCard, Visa, American Express, and Discover. Provided, however, this exclusivity shall not apply to any credit card services in conjunction with University of Kansas Student/Staff ID cards, any agreement entered into by the University or its affiliates by which its visual identity program marks are used on official business procurement cards, or on prepaid expense cards issued to research participants or University faculty/staff traveling to certain international destinations, which cards may include MasterCard or Visa logos thereon.

12. Non-Competition. With respect to all Accounts established pursuant to this Agreement, Affinity Group agrees that neither Affinity Group nor any entity which Affinity Group controls shall by itself or in conjunction with others, directly or indirectly, during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason whatsoever, specifically make any offer of a credit card or related services uniquely tailored for and limited to the individuals possessing an Account. The parties agree this non-competition clause, following termination of this Agreement, shall not prohibit Affinity Group and/or credit card provider with which it may contract from making any general offer for a credit card or related services to all of its Members, which may include individuals with an Account, so long as such offer is not uniquely tailored for and limited to individuals possessing an Account.

13. Notices. Any and all notices of other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to IB, to:

INTRUST Bank, N.A.
Consumer Banking Division
P.O. Box One
Wichita, KS 67201
Attention: Managing Director

If to Affinity Group, to:

Jayhawk Community Partners, Incorporated
Strong Hall
1450 Jayhawk Boulevard, Suite 250
Lawrence, KS 66045
Attn: Executive Director

With copies to:

Kansas University Alumni Association
Attn. President
1266 Oread Avenue
Lawrence, KS 66045

University of Kansas
Attn. Office of the General Counsel
245 Strong Hall
1450 Jayhawk Blvd.
Lawrence, KS 66045-7535

or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one Business Day after sent, if sent by overnight courier; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested.

14. Entire Agreement and Amendment. This Agreement, including Exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by all of the parties hereto.

15. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

16. Assignment and Sublicensing.

(a) This Agreement may not be assigned by either party without the prior written consent from the other party, of which consent will not be unreasonably withheld.

(b) IB may sublicense and delegate all or part of its rights and obligations under this Agreement, including without limitation, the rights granted under this Agreement in the Marks and Lists, to U.S. Bank National Association d/b/a Elan Financial Services, a national banking association with its main office located at 4325 17th Ave. SW, Fargo, North Dakota 58103 (Elan). Such sublicense and delegation may include performance of IB and Elan under their agreement. Affinity Group will not be a beneficiary of or have any rights under the agreement between IB and Elan, and Affinity Group will look solely to IB, including without limitation, for the payment of any Royalties, and IB will be solely responsible for any breach of this Agreement caused by Elan.

17. Account Terms. All account terms and conditions, including but not limited to, annual percentage rate, annual fee, and other fees, will be determined by IB in its sole discretion.

18. Severability. In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

19. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Kansas.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

Jayhawk Community Partners, Inc.,
On its own behalf and on behalf of
The Kansas University Alumni Association

By David Hayob
Name: David Hayob
Title: EXECUTIVE DIRECTOR

INTRUST Bank, N.A.

By C.Q. Chandler IV
C.Q. Chandler IV, Chief Executive Officer

Exhibit A

Marks

THE UNIVERSITY OF KANSAS is the owner of all rights, title and interest in and to the following Indicia, which includes trademarks, service marks, trade names, designs, logos, seals and symbols.

PAGE 1
JULY 29, 2013

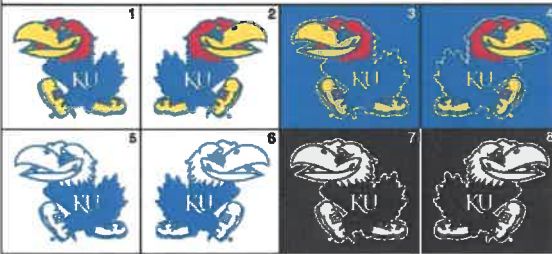
THE UNIVERSITY OF KANSAS JAYHAWKS



JAYHAWK LOGO AND REPRODUCTION GUIDELINES

The Jayhawk logo should be depicted in four colors whenever possible. Requests for exceptions to this policy should be directed to the trademark licensing office.
If utilizing two colors, blue and white is the preferred presentation (as shown below). Black and white is acceptable for certain applications, but normally limited to print.
Depending on the garment and application, the logo may be placed on a white block, circle or outline to maintain the correct color presentation on certain products. A white outline around the logo is also acceptable.

Wood, metal, or glass etching/engraving. Depending on the raw materials, the instructions for these materials may vary. The simple rule is that the body of the Jayhawk logo, the pupil of the eye, and the outline details should always appear dark. As an example, if etching a piece of glass whereby the etched location becomes white or light, the etching should occur to the white areas of the two-color presentation.



COLOR INFORMATION

You must use the approved Indicia colors or the PANTONE colors listed on this page. This notice on this page may not be used to create the PANTONE color standards. For the PANTONE color standards, refer to the current edition of the PANTONE color publications. PANTONE is a registered trademark of PANTONE, Inc.

SCHOOL COLORS	PANTONE COLORS	THREAD COLORS
BLUE	PANTONE 293	MADERA 1194
RED	PANTONE 166	RA 6619
YELLOW	PANTONE 116	RA 2285
GRAY	PANTONE 430	RA 9466
BLACK	PANTONE PROCESS BLACK	MADERA 10-80
WHITE	WHITE	RA 2019
		BLACK
		WHITE

NOTE: The marks of The University of Kansas are controlled under a licensing program administered by The Collegiate Licensing Company. Any use of these marks will require written approval from The Collegiate Licensing Company.

VERBIAGE

The University of Kansas
KU
Kansas Jayhawks
The Jayhawk
The Jayhawk and No Blue
Kansas
1950-1951
1952-1953
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