

2022
2021
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THIS SPONSORSHIP AGREEMENT (the "Agreement"), is entered into the 9th day of JANUARY, 2021, (the "Effective Date") by and between West Chester University Alumni Association, with an address of and physically located at 202 Carter Drive, West Chester, PA 19382 (hereafter referred to as "WCUAA"), and Pennsylvania State Employees Credit Union, with an address of 1500 Elmerton Avenue, Harrisburg, PA 17110 ("PSECU") (together, the "Parties", or individually, a "Party").

WHEREAS, the WCUAA desires to promote products and services offered by PSECU; and,

WHEREAS, WCUAA will provide PSECU with promotional/marketing opportunities, including the opportunity to speak to attendees/participants at events.

NOW THEREFORE, for and in consideration of the foregoing and the mutual promises and intending to be legally bound hereby, the Parties agree as follows:

1. RESPONSIBILITIES OF PSECU AND WCUAA. PSECU and WCUAA, subject to the terms and conditions set forth below, shall perform the following specified duties:

- a) PSECU & WCUAA agree to meet a minimum of annually and not less than 30 days prior to the contract anniversary to create a mutually agreed upon marketing and outreach plan for the upcoming contract year. The marketing and outreach plan is intended to focus on tactical ways to reach members of the WCUAA for PSECU's marketing efforts. The efforts agreed upon for the year will be intended to create awareness of PSECU and offer PSECU products and services to members of the WCUAA. PSECU will compensate WCUAA for new memberships and products and services generated through these marketing and outreach efforts that are qualified for PSECU membership through WCUAA eligibility. Detail of the compensation schedule is outlined in Exhibit 1.
- b) The mutually agreed upon marketing and outreach plan may include but is not limited to or inclusive of: email on behalf of PSECU to the WCUAA members or targeted portions of the WCUAA, social media posting or linking of PSECU material or commentary on social media, co-branding of printed material, co-branded give away, inclusion of articles or marketing in e-newsletters, advertisement or links on the WCUAA's website, mailings sent to WCUAA members, mailing lists provided by the WCUAA, marketing material at WCUAA events, attendance at WCUAA events, listing PSECU as an alumni benefit in printed material.
- c) WCUAA shall not deny PSECU reasonable marketing access to its members.
- d) WCUAA and PSECU agree and acknowledge that the trademarks (including service marks), logos, trade dress, Website links and all other intellectual property (collectively, the "IP") of each respective Party are subject to the intellectual property rights of that Party. The IP may not be copied for commercial use, nor may any IP be modified, re-posted to any Website, framed, deep linked to, or otherwise redistributed in any form without the express prior written permission of the owner of such IP.

2. TERM. The Effective Date for this Agreement is January 1, 2022 and will end December 31, 2024 ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two additional and separate one-year terms ("Renewal Term(s)"), under the same conditions unless either party provides notice to the other of its written intention not to renew not less than ninety (90) days before the end of the then current term

3. TERMINATION. Under this Agreement, either party shall have the right to terminate the Agreement for convenience if the terminating party determines such action to be in its own best interest. Such termination shall be effective upon sixty (60) days advance written notice provided to the other party. PSECU shall accept applications for WCUAA members as within PSECU's field of membership. PSECU retains all rights, title and interest in all PSECU member accounts and identifying information, which shall continue following termination of this Agreement.

4. **CONFIDENTIALITY.** WCUAA and PSECU agrees, acknowledges and recognizes that WCUAA has a responsibility for confidentiality of its member's data and PSECU is a highly regulated financial institution under a strict duty of confidentiality with regard to its operations and its member records, specifically any "Confidential Information". Confidential Information shall specifically include all non-public member data, account or personal information, such as account numbers, access codes, account ownership and names of account owners, account-owners email addresses, demographic information and financial transactions conducted within those accounts; Mailing Lists; any employee information that would typically be considered of a confidential nature; inventory lists; competitively or business sensitive material that is not generally known to the public; scientific or technical information, including hardware information, system descriptions and recovery point information and recovery time objectives; computer hardware, software or other technical design or information, including processing parameters and procedures; and relationships with customers or vendors of PSECU, the products of any of them, and any performance results of any of them. WCUAA and PSECU will not sell, transfer or share with any third parties any Confidential Information which it receives during the course of conducting business, unless it receives prior written consent following notice specifying exactly what information is to be shared and with whom it will be shared and the reason permission to disclose is being requested. Any Confidential Information, may be used only as is necessary to complete the stated purpose of this Agreement except (1) as permitted pursuant to the exceptions listed in the Gramm-Leach-Bliley Act (15 USC § 6802) and accompany regulations, and (2) as required by applicable law including pursuant to a court order or subpoena. Notwithstanding anything in this Agreement to the contrary, the rights and responsibilities regarding Confidential Information as herein stated shall survive termination of this Agreement. Furthermore, WCUAA and PSECU agree and promise to destroy any Confidential Information that it has received or obtained, including any copies, immediately upon receiving written notice to destroy. Acceptable means of destruction include fine shredding of any paper copies, complete incineration of any applicable software or compact discs or DVDs, and the complete deletion of all applicable electronic copies and backups so that no information is readable or reproducible in any format.

Notwithstanding anything in this Agreement to the contrary, the rights and responsibilities regarding Confidential Information as herein stated shall be ongoing and shall survive any expiration or termination of this Agreement.

5. **SECURITY BREACH NOTICE.** Notwithstanding anything in this Agreement to the contrary, WCUAA and PSECU agree to fully disclose any breach in its security resulting in or from any unauthorized intrusions, or any loss or theft of information or information storage, that may pertain to any information of either party. Parties agree to report the date, time, and manner of any such breach, the effect of the breach, and any specific corrective action that will be taken in response to the intrusion, loss or theft within 5 business days of recognition of said breach, loss or theft of information or information storage.
6. **COMPLIANCE WITH LAW.** It is expressly understood that the parties to the Agreement and any sub-contractors of either Party will comply with all applicable laws, rules and regulations of any governmental, regulatory and accreditation authorities.
7. **MEMBER COMPLAINTS.** WCUAA agrees to promptly report, as described in the Notices section of this document, any PSECU member complaints received by WCUAA to PSECU. Further, WCUAA agrees to cooperate in the satisfactory resolution of any PSECU member complaints relating to the subject matter of this Agreement.
8. **INDEMNIFICATION.** From and after the date of this Agreement, each Party shall indemnify, defend and hold the other Party, its corporate parents and subsidiaries and all of its and their employees, subcontractors, agents, officers, directors and shareholders harmless against: (a) any and all out-of-pocket expenses or losses, liabilities, damages, costs or other direct expenses or claims or counterclaims of third persons or entities directly related or attributable to (i) such Party's willful misconduct; (ii) the indemnifying Party's breach of any covenant or warranty made by the indemnifying Party in this Agreement; and (iii) any material misrepresentation of the indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or information furnished or to be furnished by the indemnifying Party under this Agreement; (b) any losses due to any fraudulent activity on the part of any employee or agent of the indemnifying Party; (c) any claims brought by any indemnified Party customer, employee or third party based upon indemnifying Party's failure to make any payment to such customer, employee or other third party; and (d) any and all actions, suits, proceedings, demands,

assessments, judgments, costs and expenses, and any reasonable attorney's fees, consultant's fees or court costs incident to any of the foregoing, except for any loss due to the gross negligence or willful misconduct of the other party or its agents or employees. This section shall not limit the liability of either party for damages for breach of this Agreement.

9. **NOTICE.** Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at the addresses set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section..

If to WCUEA: West Chester University Alumni Association

202 Carter Drive
West Chester, PA 19382
Email: jbirch@wcupa.edu
Attention: Jenna Birch

If to PSECU: Pennsylvania State Employees Credit Union
c/o Corporate Legal Services
1500 Elmerton Ave
Harrisburg, PA 17110
Email: legalnotices@psecu.com
Attention: General Counsel

10. **NON-DISCRIMINATION.** WCUEA and any of its subcontractor(s) shall abide by applicable federal and state laws prohibiting discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin, against individuals based on their status as protected veterans or individuals with disabilities.
11. **FORCE MAJEURE.** Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of that party. Causes beyond a party's control include, but are not limited to, acts of God, warfare, terrorism, changes in controlling law or regulations, orders of or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes, and any public utility or Internet failure.
12. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable as determined by such court in such action, and the remaining provisions of the Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.
13. **CHOICE OF LAW.** This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to any portion of its choice of law principles that might provide for application for a different jurisdiction's law.
14. **Forum.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the US

District Court for the Middle District of Pennsylvania or the courts of the Commonwealth of Pennsylvania, Dauphin County and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the US District Court for the Middle District of Pennsylvania or the courts of the Commonwealth of Pennsylvania, Dauphin County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15. **INDEPENDENT CONTRACTORS.** In performing the services required by the Agreement, each Party will act as an Independent Contractor. Neither Party shall act or have the authority to bind the other to any third person nor otherwise to act in any manner as the agent or representative of the other.

16. **INTEGRATION AND AMENDMENTS.** The Agreement, including all exhibits, constitutes the entire agreement between the Parties. No agent, representative, employee or officer of either WCUAA or of PSECU has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Agreement, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Agreement. No modifications, alterations, changes or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Sponsorship Agreement to be executed on the Effective Date first written above.

Pennsylvania State Employees Credit Union:



Chief Member Experience Officer

Barbara J. Bowker

Name Typed

January 28, 2022

Date

West Chester University Alumni Association:



President

WILLIAM SCOTOLINE

Name Typed

JANUARY 9, 2022

Date

Exhibit 1

**PENNSYLVANIA STATE EMPLOYEES CREDIT UNION SPONSORSHIP
FINANCIAL INFORMATION
for
WEST CHESTER UNIVERSITY ALUMNI ASSOCIATION**

Expenses Regarding the Agreement

WCUAA shall have no costs for items supplied by PSECU in regard to this Agreement, unless such items are co-branded. Examples of such include, but are not necessarily limited to, printing costs of-

promotional items such as sponsorship banners and related communications materials.

For purposes of this Agreement, PSECU shall pay Financial Incentives within 30 business days of the end of each quarter. PSECU payments will be made electronically to WCUAA's checking account. Otherwise, checks will be made payable to: West Chester University Alumni Association and forwarded to: 202 Carter Drive, West Chester, PA 19382.

FINANCIAL INCENTIVES

PSECU shall deliver to WCUAA a quarterly report on a calendar basis indicating the total number of West Chester University Alumni Association members who have become PSECU members ("New Members"), newly opened for such quarter, relating to this Agreement. Of that group PSECU will provide the number of new checking, PSECU VISA® Debit Card, VISA Classic Card, VISA Founder's Card, Digital Banking, Vehicle Loan, and Home Equity Line of Credit (HELOC) and at that time will compensate WCUAA for each product or service listed below and opened within one year of the initial membership and loans (Vehicle, HELOC or Equity) with a greater than \$0 balance:

New Members	\$50	
New Checking	\$10	
New PSECU VISA Debit Card		\$10
VISA Classic Card	\$50	
VISA Founder's Card	\$50	
New Digital Banking	\$10	
New Vehicle Loan	\$50	
New/HELOC	\$50	