

PURDUE FOR LIFE AFFINITY AGREEMENT

THIS PURDUE FOR LIFE AFFINITY AGREEMENT (this "Agreement") is entered into as of this 19th day of May, 2022 (the "Effective Date") by and between **PURDUE FEDERAL CREDIT UNION**, a federal credit union having its principal place of business in West Lafayette, Indiana ("Purdue Federal") and **PURDUE FOR LIFE FOUNDATION, LLC**, having its principal place of business in West Lafayette, Indiana ("PFL"), for themselves and their respective successors and assigns.

WHEREAS, Purdue Federal and the Purdue Alumni Association ("PAA") entered into an Amended and Restated Affinity Agreement dated December 4, 2012 (the "PAA Agreement");

WHEREAS, PFL has acquired substantially all rights and interests in the operating assets of PAA;

WHEREAS, the PAA Agreement provided that PAA would fulfill certain requirements and obligations, which the parties desire PFL to fill in lieu of PAA; and

WHEREAS, Purdue Federal and PFL desire to enter into this new mutually beneficial Agreement to replace the PAA Agreement and to continue to enhance the relationship between Purdue Federal and PFL.

NOW, THEREFORE, in consideration of the above premises, the parties enter into the following Agreement.

1. DEFINITIONS. When used in this Agreement, the following capitalized terms shall have the meaning prescribed below:

"Agreement" means this agreement.

"Credit Account" means a credit account opened by a Member in direct or indirect response to marketing efforts made pursuant to this Agreement, which incorporates the Trademarks. Whether Purdue Federal issues a single and/or multiple credit cards or other access identifiers on a Credit Account, each account will be counted as one (1) Credit Account.

"Financial Service Products" means, except as expressly excluded or limited elsewhere herein, credit card programs, charge card programs, debit card programs, other credit, charge, debit or financial service related payment programs, services or devices, with or without a card or other identifying instrument, installment loan programs, revolving loan programs, deposit programs, travel and entertainment card or non-card programs, financial planning programs, trust programs and commercial lending programs. This definition shall not include a discount hotel/airline-only program offered to Members.

"Mailing Lists" means PFL's updated and current (owned or licensed) lists of alumni of Purdue University ("Purdue" or the "University"), non-alumni members of PFL, faculty and staff of Purdue, retired Purdue employees and Purdue University Retiree Association members, holders of Purdue license plates in the state of Indiana, President's Council members, John Purdue Club members, other Purdue affiliated membership organizations to which PFL has access, and/or other potential participants mutually agreed to by PFL and Purdue Federal, as well as incoming freshmen students, undergraduate students and graduate students (in a format designated by Purdue Federal and reasonably agreed upon by PFL and Purdue Federal) at all Purdue University campuses (but excluding Purdue University Global, Inc.), and other mailing lists as they are created or established by PFL for Purdue Federal's access and use, it being understood that Mailing List data fields generated solely from Purdue databases may only contain Directory Information (see FERPA Annual Notification of Student Rights at <https://www.purdue.edu/registrar/FERPA/annual.html> or successor link), in the absence of a FERPA compliant consent. Each list shall contain at minimum (and as applicable) the names, addresses, and campus attending or attended, of any Member and, to the extent available and permissibly

disclosed, any and all of the following information as requested by Purdue Federal: email or other electronic communication address, telephone listing, date of birth (if collected without reference to Purdue records), major field of study, participation in officially recognized activities and sports, dates of attendance, date of graduation (if applicable), degrees and awards received (if applicable), and to the extent available and permissibly disclosed, the most recent previous educational agency or institution attended by the Member, John Purdue Club membership status, President's Council status, other Purdue affiliated organization membership status, season ticket holder status for each sport, all sorted by categories available to PFL and agreeable to Purdue Federal. For clarity, PFL is not able to segment incoming and current students by college, school, department or major, and other requested segmentations may be similarly unavailable.

"Member" means the individuals who are provided on the Mailing Lists.

"PFL Affiliate" means any company that controls, is controlled by, or is under common control with PFL, provided, however, that PFL shall not be considered to be an affiliate of Purdue Research Foundation, nor shall PFL be considered to be an affiliate of any subsidiary of Purdue Research Foundation solely through PFL's relationship to Purdue Research Foundation.

"Program" means the Financial Service Products and the promotion thereof that PFL and Purdue Federal agree that PFL may offer to Members pursuant to this Agreement from time to time.

"Program Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party during the term of this Agreement and used to promote or identify Financial Service Products offered by Purdue Federal through the Program. Program Trademarks may but need not necessarily consist of the PFL Trademarks and/or the Licensed Purdue Trademarks.

"Royalties" means the compensation set forth in Section 4.

"Trademarks" means (a) PFL Trademarks and (b) Licensed Purdue Trademarks.

"PFL Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, created or acquired (by license or otherwise) by PFL during the term of this Agreement, including the marks used or owned by PAA and licensed to PFL, including any modifications, changes or updates to any of the foregoing.

"Licensed Purdue Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, created or acquired by Purdue, including those listed or identified on Exhibit A, together with those marks used or owned by Purdue Athletics of Purdue, and licensed to PFL, or directly to Purdue Federal pursuant to Exhibit A, including any modifications, changes or updates thereto.

2. RIGHTS AND RESPONSIBILITIES OF PFL

(a) PFL agrees that during the term of this Agreement, PFL will endorse the Financial Service Products and the Program offered by Purdue Federal exclusively, and neither PFL nor any PFL Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, or solicit any Financial Service Products of any organization other than Purdue Federal; (ii) license or allow others to license or use the PFL Trademarks in relation to or for promoting any Financial Service Products of any entity other than Purdue Federal, (iii) sublicense the Licensed Purdue Trademarks in relation to or for promoting any Financial Service Products of any entity other than Purdue Federal; (iv) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members for the purpose of promoting the Financial Service Products of any entity other than Purdue Federal. Notwithstanding anything else in this Agreement to the contrary, PFL may accept advertising from any

financial institution, provided that the advertisement does not contain an express or implied endorsement by PFL of said financial institution or the advertised Financial Service Products, it being expressly understood that the mere placement of such advertisements shall not be construed as an endorsement by PFL. In addition, notwithstanding the foregoing, PFL shall be entitled to honor its existing contract with AIA for insurance products provided, however, the scope of this contract may not be extended without Purdue Federal's prior written consent and PFL shall not sublicense the Licensed Purdue Trademarks to AIA.

(b) PFL agrees to provide Purdue Federal with such information and assistance as may be reasonably requested by Purdue Federal in connection with the promotion of the Financial Service Products and the Program.

(c) PFL authorizes Purdue Federal to solicit the Members by mail, direct promotion, on-campus direct marketing by Purdue Federal to the extent permitted by and at university locations previously approved by Purdue University, advertisements, electronic mail messages, internet promotions, website links, promotional events, and/or telephone for participation in the Financial Service Products and the Program, all to the extent permitted by applicable law, and provided that Purdue Federal gives the Members in each electronic mail message, SMS text message and/or telephone communication an option to unsubscribe and/or opt out of receiving further communications from Purdue Federal regarding participating in the Financial Services and/or Program.

(d) PFL shall have the right to approve all proposed Purdue Federal advertising and solicitation materials containing the Trademarks, which approval will not be unreasonably withheld. PFL must provide its approval, or specific reasons for disapproval, within ten (10) business days after Purdue Federal provides such materials. Such materials may be provided by electronic transmission directed to LHTally@purdueforlife.org (or to such other email as PFL may designate upon two (2) days' prior notice from time to time). Purdue Federal must ensure it receives an acknowledgement from PFL that the request has been received and is complete. The ten (10) business day period will commence with this acknowledgement. If PFL fails to acknowledge the request within three (3) business days, Purdue Federal will provide the request to the President and CEO of PFL, and the ten (10) business day period will commence with this request. If PFL fails to provide its approval or specific reasons for disapproval within the ten (10) business days after acknowledgement or secondary request as set out above, Purdue Federal shall document such failure to the President and CEO of PFL. If PFL fails to provide its approval or specific reasons for disapproval within ten (10) business days after acknowledgement or secondary request as set out above more than once during a calendar year, Purdue Federal shall document such failure to the President & CEO of PFL, and Purdue Federal may deduct from its next royalty payment due under Section 4 of this Agreement, an amount equal to Three Thousand Dollars (\$3,000.00) per day for each day PFL fails to provide Purdue Federal with its approval or specific reason for disapproval. If Purdue Federal incurs a non-routine cost because of a change in any Trademark at the request of PFL (e.g., the cost of reissuing new credit cards due solely to such Trademark change), Purdue Federal may deduct such costs from any payments due to PFL.

(e) Upon the request of Purdue Federal, PFL shall provide Purdue Federal with Mailing Lists free of any charge. PFL shall provide such Mailing Lists within ten (10) business days after Purdue Federal makes a request. Such requests may be made by electronic transmission directed to the contact person designated by PFL from time to time. Purdue Federal must ensure it receives an acknowledgement from PFL that the request has been received and is complete. The ten (10) business day period will commence with this acknowledgement. If PFL fails to acknowledge the request within three (3) business days, Purdue Federal will provide the request to the President and CEO of PFL, and the ten (10) business day period will commence with this request. If PFL fails to provide the Mailing Lists within the ten (10) business days after acknowledgement or secondary request as set out above, Purdue Federal shall document such failure to the President and CEO of PFL. If PFL fails to provide the Mailing Lists within ten (10) business days after acknowledgement or secondary request as set out above more than once during a calendar year, Purdue Federal shall document such failure to the President & CEO of PFL, and Purdue Federal may deduct from its next royalty payment due under Section 4 of this

Agreement, an amount equal to Three Thousand Dollars (\$3,000.00) per day for each day PFL fails to provide Purdue Federal with the Mailing Lists. In the event that Purdue Federal incurs a cost because of a charge assessed by PFL or its agents for an initial Mailing List or an update to that list, Purdue Federal may deduct such costs from its next royalty payment due under Section 4 of this Agreement. The complete Mailing List shall contain substantially complete and accurate information on at least three hundred thousand (300,000) individuals. Purdue Federal acknowledges and agrees that its receipt of the Mailing List and planned use of the Mailing List shall at all times be subject to and consistent with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. §1232g; 34 CFR Part 99), as amended (the "FERPA").

(f) PFL shall only provide information to or otherwise communicate with Members or potential Members about the Financial Service Products and the Program with Purdue Federal's prior written approval. Notwithstanding the above, PFL may respond to individual inquiries about the Financial Service Products or the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the materials provided by Purdue Federal to PFL.

(g) PFL has taken such steps as are necessary to obtain rights to the Licensed Purdue Trademarks. PFL will take such steps as are necessary to provide Purdue Federal with a consent letter from Purdue University in the form set out on Exhibit A. PFL represents and warrants that it has the right to enter into this Agreement. PFL hereby grants Purdue Federal the right to place the Trademarks on gifts for individuals completing applications for Financial Service Products, such as t-shirts, hats, "bobbleheads," or other items (subject to any specific contracts or royalties for placing such items) suitable in Purdue Federal's judgment for the solicitation and advertisement of Financial Service Products and the Program, provided, however, that PFL's review and approval rights per Section 2(d) shall apply, it being understood that such items are advertising and solicitation materials. The terms of the consent from Purdue University require payment of royalties on all promotional giveaways and incentive gifts used by Purdue Federal in conjunction with this Agreement. PFL agrees to pay such royalties associated with any promotional giveaway or incentive gift used by Purdue Federal containing a credit card image which includes a Licensed Purdue Trademark. Payment of such royalties by PFL will be made to Purdue Federal within 45 days of receipt of an invoice from Purdue Federal indicating the amount of royalties due.

(h) PFL hereby grants Purdue Federal a limited, exclusive license to use the PFL Trademarks solely in conjunction with the Financial Service Products and the Program, including the promotion thereof. Per Exhibit A, Purdue has granted to Purdue Federal a limited, exclusive sublicense to use the Licensed Purdue Trademarks upon the terms and conditions specified herein and therein. Purdue Federal acknowledges and agrees that its license to use the Licensed Purdue Trademarks is non-exclusive and has been granted subject to the limitations specified in this Agreement. The licenses and sublicenses granted herein shall be transferred upon a permitted assignment of this Agreement and shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits PFL from granting to other persons a license or sublicense to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products. Additionally, PFL agrees to use commercially reasonable efforts to obtain the right for Purdue Federal to license any new or revised Licensed Purdue Trademarks created or revised after the Effective Date.

(i) All Program Trademarks, except Program Trademarks that consist of or contain either PFL Trademarks or Licensed Purdue Trademarks, with or without other elements, shall belong exclusively to Purdue Federal, and Purdue Federal may use such Program Trademarks in any manner not prohibited by this Agreement. PFL may not use the Program Trademarks except to promote the Program or the Financial Service Products. PFL shall not register or attempt to register any Program Trademark. Purdue Federal shall not register or attempt to register any PFL Trademarks or Licensed Purdue Trademarks. Purdue Federal may use Program Trademarks that contain Trademarks to promote or identify the Program or the Financial Service Products at no cost to Purdue Federal during the term of this Agreement. During the Term, PFL authorizes and shall obtain any

necessary authorizations for Purdue Federal to refer to the Program as "The Official Credit Card for Purdue Fans," "The Official Financial Wellness Provider for Purdue Fans," "The Official Debit Card for Purdue Fans," and "The Official Credit Union for Purdue Fans."

(j) PFL hereby grants to Purdue Federal for and during the term of this Agreement the equivalent of four PAA "lifetime memberships" (which legacy lifetime memberships are no longer offered) or "lifetime memberships" in any similar alumni organization managed by PFL or a PFL Affiliate established during the term of this Agreement, but such memberships shall not be construed to include membership in President's Council, John Purdue Club, or any Development Giving Societies. The foregoing memberships shall be transferable among the directors, officers, employees or agents of Purdue Federal as Purdue Federal determines, but shall terminate upon the termination of this Agreement for any reason. PFL will provide Purdue Federal with at least ninety (90) days' prior written notice of any material changes to or discontinuance of any membership programs described in this subparagraph.

(k) In addition, from time to time PFL shall provide Purdue Federal with opportunities to engage with Purdue alumni, staff, students and committees including by way of example the events identified on Exhibit B. PFL and Purdue Federal will each designate a representative with sufficient seniority, authority and expertise to serve as the primary contact and liaison between the parties and who will each be empowered to act on each party's respective behalf in connection with this Agreement (each, a "Partnership Liaison"). The Partnership Liaisons will meet regularly (on at least a quarterly basis) to review and update Exhibit B to ensure both parties are aware of new or revised trademarks or logos, potential "Opportunities" (as that term is defined in Exhibit B), marketing plans, materials, etc., to promote Purdue Federal and the Financial Service Products through PFL activities, publications, and events. Updates of Exhibit B for this purpose do not require an amendment to this Agreement, nor is the failure to do so by either party viewed as a breach of this Agreement. PFL agrees that if new activities, publications, or events come up between the quarterly reviews, PFL will notify Purdue Federal, and include and/or invite Purdue Federal to participate.

(l) During the Term, PFL shall use commercially reasonable efforts to arrange for Purdue University to provide Purdue Federal at least four conspicuous, temporary locations for Purdue Federal to direct market Purdue Federal programs, including the promotion of the Financial Service Products, at home football games, men's and women's basketball games, and other sporting venues (the "Direct Marketing"). The conspicuous locations will be inside the stadium, arena, areas surrounding the stadium or arena, or other facility in which the event is being held. For events in Mackey Arena, two of the locations will be on the main concourse. In addition, PFL will use its best efforts to invite Purdue Federal and permit Purdue Federal to have a conspicuous, temporary location at all PFL events taking place in conjunction with away games, bowl games, tournaments, or similar events, including but not limited to the events identified from time to time on Exhibit B.

(m) In the event that a Member is not eligible to be a member of Purdue Federal, PFL shall provide such Member a legacy PAA "Annual Membership" for one year or, in the event that PAA "Annual Memberships" are no longer offered, a substantially equivalent one-year membership in any similar alumni organization managed by PFL or a PFL Affiliate at no cost to either the Member or Purdue Federal. PFL will provide Purdue Federal with at least ninety (90) days' prior written notice of any material changes to or discontinuance of any membership programs described in this subparagraph.

(n) During the Term, PFL shall provide Purdue Federal a prominent spot on the sidebar or footer of all of PFL's and PAA's web pages. The sidebar/footer advertisement shall provide links to both the Financial Service Products as well as Purdue Federal's home web page. In addition, PFL shall provide additional electronic communications and promotions of Purdue Federal via social media, including but not limited to the items identified from time to time on Exhibit B.

(o) During the Term, PFL shall provide Purdue Federal a one page-equivalent digital advertisement for the Financial Service Products in each issue of The Purdue Alumnus and prominent advertising space for

the Financial Service Products in all other PFL publications, print, electronic, or otherwise, including but not limited to the items identified from time to time on Exhibit B.

(p) PFL acknowledges that Purdue Federal shall own the Credit Accounts held by Members and that PFL shall have no right to any proceeds, ownership interest or any other interest in the Credit Accounts held by Members either during the Term or after the expiration of the Term.

3. **RIGHTS AND RESPONSIBILITIES OF PURDUE FEDERAL.**

(a) Purdue Federal shall design, develop and administer the Financial Service Products for the Members.

(b) Purdue Federal shall design all advertising, solicitation and promotional materials with regard to the Financial Service Products and the Program. Purdue Federal reserves the right to approve all advertising and solicitation materials concerning or related to the Financial Service Products and the Program, which may be developed by or on behalf of PFL. Such approval shall not be unreasonably withheld or delayed.

(c) Purdue Federal shall bear all costs of producing and mailing materials to promote the Financial Service Products and the Program.

(d) Purdue Federal shall make all credit decisions and shall bear all credit risks with respect to each Financial Service Products account(s) independently of PFL.

(e) Purdue Federal shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those persons or entities, including any third party, handling these Mailing Lists to use them for any other purpose. Following consultation and coordination with PFL through the Partnership Liaisons in an effort to avoid overlapping and/or duplicative marketing initiatives, Purdue Federal shall have the sole right to designate Members on these Mailing Lists to whom promotional material for the Financial Service Products and the Program will be sent. The Mailing Lists are and shall remain the sole property of PFL and/or Purdue. Purdue Federal may, however, separately maintain all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Purdue Federal's own files and Purdue Federal shall be entitled to use this information for any lawful purpose. Purdue Federal will not use this information in a manner that would imply an endorsement by PFL.

(f) Purdue Federal shall provide PFL a link to PFL's home web page from Purdue Federal's website.

(g) Purdue Federal may create Program Trademarks to facilitate its advertising and marketing of the Program.

(h) Purdue Federal shall be responsible for complying with Exhibit A and any obligations imposed upon licensees or sublicensees thereunder as well as for complying with all applicable federal, state and local laws and regulations.

4. **ROYALTIES.** As consideration for the rights granted to Purdue Federal by PFL and for the responsibilities of PFL to Purdue Federal in this Agreement, Purdue Federal shall pay the amount specified below. Purdue Federal shall not be liable for any other royalty payments or licensing fees of any kind in regard to this Agreement or Exhibit A.

(a) **Payment Amount.** Purdue Federal shall pay PFL One Million Dollars (\$1,000,000.00) per year during the term of this Agreement, payable in monthly installments of Eighty-Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$83,333.33) on the first day of each month beginning on the first

day of the month following the Effective Date (each, an "Installment").

(b) Flex Credit. The parties acknowledge that some of the events and opportunities listed on Exhibit B, or that PFL may offer to Purdue Federal in the future, may have additional costs and fees associated therewith that Purdue Federal would incur if it desired to participate in such events or opportunities. PFL agrees to provide Purdue Federal a flex credit in the amount of \$50,000 ("Flex Credit") on an annual basis that may be applied by Purdue Federal towards any such costs or fees associated with such events or opportunities. There will be no rollover of unused Flex Credits from year to year. Purdue Federal will provide PFL with at least ten (10) days' prior written notice (which may be via email) of Purdue Federal's election to use any portion of the Flex Credit, which will specify the amount of the Flex Credit to be applied, which shall be subtracted from the Installment on which such additional costs and/or fees are billed.

(c) Records. Upon the written request of PFL, but no more frequently than four (4) times in any twelve (12) month period, Purdue Federal shall provide PFL with the current number of active Credit Accounts. Such information will be certified by an officer of Purdue Federal as to its accuracy.

5. **TERM OF AGREEMENT.** The term of this Agreement will begin on the Effective Date and continue until the ninth (9th) anniversary of the Effective Date. This Agreement will automatically extend at the end of the initial term or any renewal term for successive five (5) year periods, unless either party gives written notice of its intention not to renew at least three hundred and sixty-five (365) days, but not more than four hundred and fifty (450) days, prior to the last date of such term or renewal term, as applicable.

6. **CONTINGENCY.** PFL and Purdue Federal acknowledge that Purdue Federal's execution of this Agreement is contingent upon PAA's execution of the Termination and Consent attached hereto as Exhibit C.

7. **REPRESENTATIONS AND WARRANTIES.**

(a) PFL and Purdue Federal each represent and warrant to the other that as of the Effective Date and throughout 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.

(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 affected by enforcement of creditor's rights generally and by general principles of equity.

(iv) Except as provided herein, no consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) PFL represents and warrants to Purdue Federal as of the date hereof and throughout the term of this Agreement that it has the right and power to exclusively license the PFL Trademarks to Purdue Federal for use as contemplated by this Agreement. PFL represents and warrants to Purdue Federal as of the date hereof and throughout the term of this Agreement that it and/or Purdue have the right and power to license and/or sublicense

the Licensed Purdue Trademarks to Purdue Federal, upon the terms and conditions provided for herein, for use as contemplated by this Agreement. PFL will hold Purdue Federal, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action and claims, and will reimburse Purdue Federal reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from Purdue Federal's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license, sublicense, or the use of any Trademarks.

(c) Purdue Federal represents and warrants to PFL that it shall comply with the terms of this Agreement related to the Trademarks. Purdue Federal represents and warrants to PFL that it shall comply with all applicable federal, state and local laws and regulations.

8. **CONFIDENTIALITY AGREEMENT.** The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing, and except that such Information may be disclosed on a need to know basis to Purdue and its representatives. Purdue Federal and PFL shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above-described manner and (ii) as required by law or by any governmental regulatory authority.

9. **GOVERNING LAW; EXCLUSIVE JURISDICTION; EXCLUSIVE VENUE.** This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action.

10. **TERMINATION OR MODIFICATION.**

(a) **Termination for Material Breach of Agreement.** In the event of any material breach of this Agreement by Purdue Federal or PFL, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach, and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate immediately upon expiration of the Cure Period.

(b) **Termination due to Insolvency.** If either Purdue Federal or PFL becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or 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.

(c) **Termination of Rights to the Trademarks.** If, at any time and for any reason, PFL is not able to provide Purdue Federal with rights to the PFL Trademarks or the Licensed Purdue Trademarks, per the terms of this Agreement (other than due to a material breach of this Agreement by Purdue Federal), Purdue Federal may terminate this Agreement and will have no further monetary obligations to PFL. In such event, PFL will reimburse Purdue Federal for its actual costs incurred to replace and reissue credit cards with the Trademarks for which Purdue Federal has been denied access, up to a maximum of One Hundred Fifty Thousand Dollars (\$150,000.00).

(d) Termination or Modification upon Material Change. In the event of any material change of law or regulation impacting Purdue Federal's ability to comply with this Agreement or Purdue Federal's revenue derived from Credit Accounts, the parties agree to use good faith efforts to re-negotiate the terms of this Agreement to address the changed circumstances. If the parties fail to reach a mutually satisfactory agreement, then either party may terminate this Agreement upon 30 days' written notice to the other.

(e) Termination of License upon Termination of Agreement. Upon the termination of this Agreement for any reason, including non-renewal of the Agreement by either party, Purdue Federal shall, in the manner provided herein, cease to use the Trademarks. Purdue Federal agrees that it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. Purdue Federal may conclude all solicitations currently in process that are required by law. Purdue Federal shall not be required to recall and reissue debit or credit cards or other devices, checks or records bearing the Trademarks and will be permitted to allow such debit or credit cards or other devices, checks, or records to remain issued until their natural expiration, up to 48 months following the termination of this Agreement, or earlier replacement other than due to expiration, whichever first occurs. Purdue Federal may, in its discretion, remove the Trademarks from any person's credit devices, checks or records. Otherwise, Purdue Federal shall, upon termination of this Agreement, cease to use the Trademarks, and shall issue no new debit or credit cards or other devices, checks, or records bearing the Trademarks.

(f) Review of Termination Notice. Purdue Federal shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by PFL to the Members. Such approval shall not be unreasonably delayed, conditioned or withheld, and announcement of a new affiliation with another financial services provider shall not be grounds for withholding approval. Upon termination of this Agreement, PFL shall not attempt to cause the removal of PFL's identification or Trademarks from any person's credit devices, checks or records existing as of the effective date of termination of this Agreement.

(g) Remedies:

(i) In the event of a default by either party, the other party may exercise any remedy available at law or in equity. This paragraph shall survive termination or expiration of this Agreement.

(ii) Should any litigation be commenced between PFL and Purdue Federal concerning this Agreement, or the rights and duties of a party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney fees in such litigation if determined by the court in such litigation.

(iii) The above remedies shall not be exclusive and shall be in addition to any other remedies available at law or in equity, and the exercise of any one such remedy shall not constitute an election so as to exclude the exercise of any other such available remedy.

(iv) Failure to exercise any option or remedy herein specified at the time of default shall not operate as a waiver of the right to exercise that option or remedy for any continuing or subsequent default.

11. MISCELLANEOUS.

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 7(b), 7(c), 8, 10(c), 10(d), and 10(e), and 10(f) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery or overnight courier, (ii) upon confirmation of receipt by electronic mail, or (iii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

IF TO PFL:

Purdue for Life Foundation
ATTN: Matt Folk, President and CEO
403 W Wood Street
West Lafayette, IN 47907
Email: mdfolk@purdueforlife.org

With a copy (which shall not constitute notice) to:
Purdue Office of Legal Counsel
Hovde Hall, Room 230
610 Purdue Mall
West Lafayette, IN 47907
Email: legalcounsel@purdue.edu

IF TO PURDUE FEDERAL:

Purdue Federal Credit Union
ATTN: Bob Falk, President and CEO
P.O. Box 1950
West Lafayette, IN 47906-1950
Email: bfalk@purduefed.com

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(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. Purdue Federal may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) Purdue Federal and PFL are not agents, representatives or employees of each other, and neither party shall have the power to obligate or bind the other in any manner, except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than PFL and Purdue Federal, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, pandemics, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

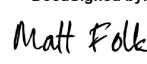
(k) Equal Opportunity. Each party shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered employers take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, each of the parties, by its authorized representative, has executed this Agreement as of the Effective Date written above.

PFL:

DocuSigned by:

By: Matt Folk
Printed: Matt Folk
Title: President and CEO
5/19/2022

PURDUE FEDERAL:

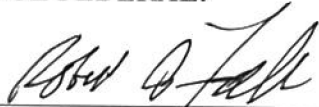

By: Robert A. Falk
Printed: Robert A. Falk
Title: President and CEO

EXHIBIT A

Purdue for Life Foundation logo

John Purdue Club logo

Purdue President’s Council logo

Official Purdue University logo (Purdue University with the Motion “P”)

Purdue Drum

Purdue Alumni Association logo and Purdue Alumni logo

Purdue Northwest trademarks and logos listed here: <https://www.pnw.edu/marketing-communications/brand-guidelines/>

The trademarks depicted and listed on the following pages through Purdue University and Collegiate Licensing Company, including but not limited to the “Motion P”, “Purdue Pete”, “Purdue Train” logos and the verbiage trademarks for “Boiler Up”, “Boiler Up... Hammer Down”, “Boilermakers”, “Boilers” and “Boilermaker Special”:



Purdue

Current Revision Date: 05/04/20

Established: 1869

Mascot: Boilermakers

Location: West Lafayette, IN

Mascot Name: Boilermaker Special, Purdue Pete

Conference: Big Ten

Purdue University®

Boilermakers®

Purdue™

Boilers®

Boilermaker™

Boiler™

Boiler Up®

Boiler Up... Hammer Down™

Boilermaker Special™

Old Oaken Bucket™

Hall Purdue™

Paint Crew™

Boiler Blackout™

Ross-Ade Stadium™

Mackay Arena™

1234... Rst Down™

Degree in 3™

Cradle of Quarterbacks™

Den of Defensive Ends™

One Brick Higher™

Giant Leaps for Mankind®

Ever True™

Ever Grateful, Ever True™

I Am An American™

Think Broadly, Lead Boldly®

Defense Lives Here™

Hammer Down Cancer™

All-American Marching Band™

Cradle of Astronauts™

What We Make Moves the World Forward®

Higher Education at the Highest Proven Value®

Black	Boilermaker Gold	Railway Gray	White	Metallic Gold
Black CMYK: 0, 0, 0, 100 MADEIRA Rayon: 1000 Polymoon: 1800	PANTONE 7502 C CMYK: 13, 20, 45, 3 MADEIRA Rayon: 1004 Polymoon: 1686	PANTONE 402 C CMYK: 34, 35, 33, 8 MADEIRA Rayon: 1062 Polymoon: 1812	White CMYK: 0, 0, 0, 0 MADEIRA Rayon: 1001 Polymoon: 1801	PANTONE 10119 C Infinity Foli - #02

Approved University colors or the "PANTONE® colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE® is a registered trademark of PANTONE, Inc.

Primary Athletic Mark

1

For use on Gold, White, Light and Fashion backgrounds.

2

For use on Dark and Black backgrounds.

3

For use on Gold, White, Light and Fashion backgrounds.

4

For use on Dark and Black backgrounds.

5

For use on Dark, Black, and Fashion backgrounds.

Secondary Athletic Mark

6

For use on Gold, White, Light and Fashion backgrounds.

7

For use on Dark and Black backgrounds.

8

For use on Gold, White, Light and Fashion backgrounds.

9

For use on Dark and Black backgrounds.

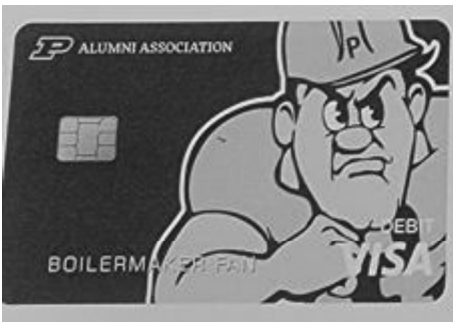
10

For use on Dark, Black, and Fashion backgrounds.

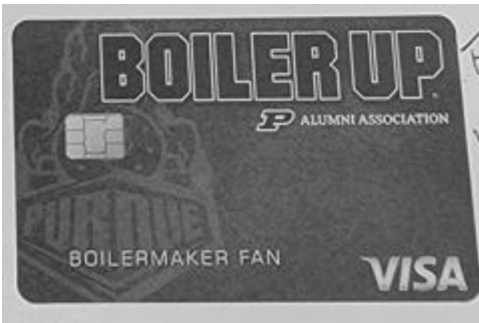
Cradle of Astronauts Logo:













Purdue Pete Logo:



Block font for use with the verbiage trademarks set forth above (example):



Purdue Signature Marks				
 For use on Gold, White, Light and Fashion backgrounds.	 For use on Dark and Black backgrounds.	 For use on Gold, White, Light and Fashion backgrounds.	 For use on Dark and Black backgrounds.	 For use on Dark and Black backgrounds.
 For use on Gold, White, Light and Fashion backgrounds.	 For use on Dark and Black backgrounds.	 For use on Gold, White, Light and Fashion backgrounds.	 For use on Dark and Black backgrounds.	 For use on Dark and Black backgrounds.

Purdue Northwest Logos:



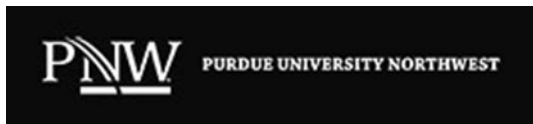
PURDUE UNIVERSITY NORTHWEST



PURDUE UNIVERSITY NORTHWEST



PURDUE UNIVERSITY NORTHWEST



Approval letter from Purdue University to use the above trademarks follows



Marketing and Communications

April 27, 2022

To Whom It May Concern;

Purdue for Life Foundation, LLC (PFL) and Purdue Federal Credit Union (Purdue Federal) are authorized to use the trademarks on Annex A attached hereto, as well as the phrases "The Official Credit Card for Purdue Fans," "The Official Financial Wellness Provider for Purdue Fans," "The Official Debit Card for Purdue Fans," and "The Official Credit Union for Purdue Fans," for the purposes set forth in the Affinity Agreement between PFL and Purdue Federal, subject to and conditioned upon the following stipulations:

- Purdue Federal may only use these Purdue trademarks and phrases to advertise and promote its Purdue-branded financial products, including debit/credit cards, as described in the Affinity Agreement;
- Any promotional or advertising materials utilizing these trademarks must be approved through Purdue Trademarks and Licensing (or its designee), which will review and respond in a timely manner (with such approval not unreasonably withheld or conditioned);
- Purdue Federal will communicate Purdue University's Trademark Usage Policies (including any updates thereto), found at <https://www.purdue.edu/trademarks-licensing/about/policy/usage.php>, as well as <https://marcom.purdue.edu/policies/> to its service provider who procures the manufacture of the cards and other materials, and Purdue Federal will use its best efforts to ensure such provider's compliance with same;
- Purdue Federal will communicate Purdue Trademarks and Licensing Code of Conduct (including any updated thereto), found at <https://www.purdue.edu/trademarks-licensing/licensees/code-of-conduct.php>; to its service provider who procures the manufacture of the cards and other materials, and Purdue Federal will use its best efforts to ensure such provider's compliance with same;
- Purdue Trademarks and Licensing will retain final approval of all designs and any design changes using the Purdue trademarks and phrases covered by this letter, and Purdue Federal is authorized to use any such revised versions during the term of the Affinity Agreement; and
- Purdue Federal shall not owe Purdue any royalties for use of any such trademarks on credit cards or printed materials, or other printed images of the credit cards, regardless of the size of the credit card image; promotional giveaways and incentive gifts containing such trademarks used in connection with the Affinity Agreement will adhere to the University's royalty bearing rates and licensing policy; and payment of royalties on such promotional giveaways and incentive gifts will be the responsibility of the manufacturer of such items.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. Ethan Braden', followed by a horizontal line.

R. Ethan Braden
Executive Vice President, Chief Marketing and Communications Officer
Purdue University and Purdue University Global

ANNEX A

Purdue for Life Foundation logo

John Purdue Club logo

Purdue President's Council logo

Official Purdue University logo (Purdue University with the Motion "P")

Purdue Drum

Purdue Alumni Association logo and Purdue Alumni logo

Purdue Northwest trademarks and logos listed here: <https://www.pnw.edu/marketing-communications/brand-guidelines/>

**Purdue**
Current Revision Date: 05/04/20

Established: 1869

Location: West Lafayette, IN

Conference: Big Ten

Mascot: Boilermakers

Mascot Name: Boilermaker Special, Purdue Pete

Purdue University[®]

Boilermakers[®]

Purdue[™]

Boilers[®]

Boilermaker[™]

Boller[™]

Boller Up[®]

Boller Up... Hammer Down[™]

Boilermaker Special[™]

Old Oaken Bucket[™]

Hail Purdue[™]

Faint Crew[™]

Boller Blackout[™]

Ross-Ade Stadium[™]

Mackey Arena[™]

1234... First Down[™]

Verbiage

Degree in 3[™]

Cradle of Quarterbacks[™]

Den of Defensive Ends[™]

One Brick Higher[™]

Giant Leaps for Mankind[®]

Ever True[™]

Ever Grateful, Ever True[™]

I Am An American[™]

Think Boldly, Lead Boldly[®]

Defense Lives Here[™]

Hammer Down Cancer[™]

"All-American" Marching Band[™]

Cradle of Astronauts[™]

What We Make Moves the World Forward[®]

Higher Education at the Highest Proven Value[®]

Black	Boilermaker Gold	Railway Gray	White	Metallic Gold
Black CMYK: 0, 0, 0, 100 MADEIRA Rayon: 1000 Polyneon: 1800	PANTONE 7502 C CMYK: 13, 20, 45, 3 MADEIRA Rayon: 1064 Polyneon: 1686	PANTONE 402 C CMYK: 34, 35, 33, 8 MADEIRA Rayon: 1062 Polyneon: 1812	White CMYK: 0, 0, 0, 0 MADEIRA Rayon: 1001 Polyneon: 1801	PANTONE 10119 C Infinity Foli - #62

Approved University colors or the "PANTONE" colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.

Primary Athletic Mark


For use on Gold, White, Light and Fashion backgrounds.


For use on Dark and Black backgrounds.


For use on Gold, White, Light and Fashion backgrounds.


For use on Dark and Black backgrounds.


For use on Dark, Black, and Fashion backgrounds.

Secondary Athletic Mark


For use on Gold, White, Light and Fashion backgrounds.


For use on Dark and Black backgrounds.


For use on Gold, White, Light and Fashion backgrounds.


For use on Dark and Black backgrounds.

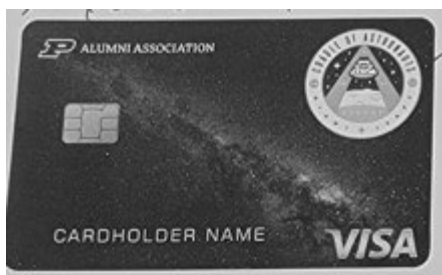

For use on Dark, Black, and Fashion backgrounds.

The trademarks depicted and listed on the following pages through Purdue University and Collegiate Licensing Company, including but not limited to the "Motion P", "Purdue Pete", "Purdue Train" logos and the

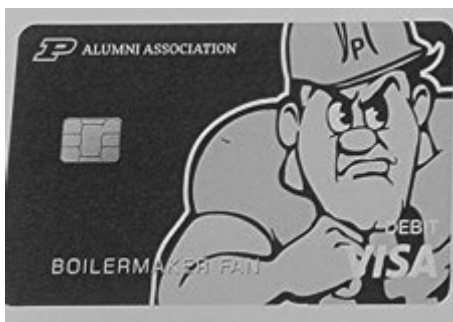
Page 2 of 6

verbiage trademarks for "Boiler Up", "Boiler Up... Hammer Down", "Boilermakers", "Boilers" and "Boilermaker Special":

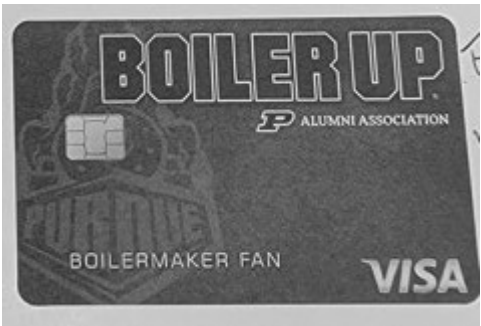
Cradle of Astronauts Logo:



Purdue Pete Logo:



Block font for use with the verbiage trademarks set forth above (example):



Purdue Signature Marks				
<div>43</div> <div></div> <div>For use on Gold, White, Light and Fashion backgrounds.</div>	<div>44</div> <div></div> <div>For use on Dark and Black backgrounds.</div>	<div>45</div> <div></div> <div>For use on Gold, White, Light and Fashion backgrounds.</div>	<div>46</div> <div></div> <div>For use on Dark and Black backgrounds.</div>	<div>47</div> <div></div> <div>For use on Dark and Black backgrounds.</div>
<div>48</div> <div></div> <div>For use on Gold, White, Light and Fashion backgrounds.</div>	<div>49</div> <div></div> <div>For use on Dark and Black backgrounds.</div>	<div>50</div> <div></div> <div>For use on Gold, White, Light and Fashion backgrounds.</div>	<div>51</div> <div></div> <div>For use on Dark and Black backgrounds.</div>	<div>52</div> <div></div> <div>For use on Dark and Black backgrounds.</div>

Purdue Northwest Logos:



PURDUE UNIVERSITY NORTHWEST



PURDUE UNIVERSITY NORTHWEST



EXHIBIT B

to Purdue for Life Affinity Agreement

dated May 19, 2022

The intent of Exhibit B is to provide an initial documented list of potential partnership activities and opportunities between Purdue Federal and PFL (the “Opportunities”) for this Agreement. PFL acknowledges that Purdue Federal desires these Opportunities for the purpose of expanding their visibility with the Purdue community. PFL will reasonably seek to include Purdue Federal in the Opportunities and will only seek from Purdue Federal the actual costs, or a reasonable estimate thereof, associated with their inclusion, or the actual expense payable to Purdue Sports Properties with respect to Opportunities within their control (excluding any opportunities where Purdue Federal directly contracts with Purdue Sports Properties or Purdue University). Pursuant to Section 4(b) of the Agreement, Purdue Federal may use its Flex Credit (up to \$50,000 on an annual basis) to cover any costs sought by PFL associated with the Opportunities.

- Engagement Events
 - o Community events: State Fair, etc.
 - o Student events: Boiler Gold Rush, recruiting/career fairs, Greek events, etc.
 - o Graduation events: All graduation events, including Graduation Gateway, Ticket Distribution, etc.
 - o Alumni focused events: Alumni Leaders Conference, Boilermaker Ball, etc.
 - o Athletic based events: Home venue access, away game tailgates, tourney events, etc.
 - o Homecoming activities
- Advertisements
 - o Alumnus – all digital (committed per Section 2m, no charge)
 - o Pocket and Wall calendar
 - o E-mails, e-newsletters, Young Alumni, Membership, PASE Parents
- Social media
 - o Link Purdue Federal as a partner in all Purdue Alumni Social media presences
 - o Actively promote Purdue Federal via social media, including but not limited to Facebook messages, Twitter, and Instagram (including Instastories)
 - o Add credit card application to Facebook page
 - o Inclusion on PFL LinkedIn page
 - o Link to YouTube video about our credit cards
- Students
 - o Co-developed targeted marketing for students
 - o Alumni Club events (travel to)
- Campus Opportunities
 - o Work with Purdue Federal to facilitate marketing materials being posted in dorm information centers/cafeterias
 - o Work with Purdue Federal to facilitate marketing materials being posted in department/staff/faculty breakrooms and areas

EXHIBIT C

PAA Agreement

TERMINATION AND CONSENT AGREEMENT

THIS TERMINATION AND CONSENT AGREEMENT (this "Agreement") is entered into as of this 19th day of May, 2022 (the "Effective Date") by and between **PURDUE FEDERAL CREDIT UNION**, a federal credit union having its principal place of business in West Lafayette, Indiana ("Purdue Federal") and **PURDUE ALUMNI ASSOCIATION**, having its principal place of business in West Lafayette, Indiana ("PAA"), for themselves and their respective successors and assigns.

WHEREAS, the parties entered into an Affinity Agreement dated February 17, 2006, and an Amended and Restated Purdue Alumni Association Affinity Agreement dated December 4, 2012 (collectively, the "Existing Agreement");

WHEREAS, the Purdue for Life Foundation, LLC ("PFL") has acquired substantially all of the rights and interests in the operating assets of PAA;

WHEREAS, PFL and Purdue Federal are entering into a new agreement (the "New Agreement") that will replace the Existing Agreement and which is contingent on PAA entering into this Agreement with Purdue Federal; and

WHEREAS, PAA, which receives a variety of alumni engagement services from PFL, will receive ongoing benefits of Purdue Federal's arrangements with PFL under the New Agreement; and

WHEREAS, the parties hereto wish to terminate the Existing Agreement and consent to PFL and Purdue Federal entering into the New Agreement.

NOW THEREFORE, in consideration of the premises, the parties enter into the following Termination and Consent Agreement.

1. **DEFINITIONS.** When used in this Agreement, the following capitalized terms shall have the meaning prescribed below:

"Financial Service Products" means, except as expressly excluded or limited elsewhere herein, credit card programs, charge card programs, debit card programs, other credit, charge, debit or financial service related payment programs or devices, with or without a card or other identifying instrument, installment loan programs, revolving loan programs, deposit programs, travel and entertainment card or non-card programs, financial planning programs, trust programs and commercial lending programs.

"PAA Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned, licensed or acquired by PAA during the term of this Agreement.

2. **TERMINATION.** The parties hereto hereby agree that the Existing Agreement is terminated as of the Effective Date.

3. **CONSENT.** PAA hereby consents to PFL and Purdue Federal entering into the New Agreement, in substantially the form attached hereto as Exhibit A, concurrently with execution of this Agreement, which New Agreement replaces and supersedes the Existing Agreement.

4. **WEBSITE LINK.** Purdue Federal shall provide PAA a link to PAA's home web page from Purdue Federal's website.

5. **NON-COMPETE.** PAA hereby covenants and agrees that, during the term of that certain Joint Plan and Reorganization Agreement, dated March 31, 2021, by and among PAA, PFL, the Purdue Research Foundation and Purdue University (including any amendments thereto) (the “Joint Plan”): (i) it will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization or entity other than as necessary to fulfill PAA’s obligations under this Agreement; (ii) it will not license or allow others to license the PAA Trademarks in relation to or for promoting any Financial Service Products other than Purdue Federal’s sublicense of the PAA Trademarks via the New Agreement (including any extensions thereof); (iii) it will not grant any memberships (whether annual, lifetime or otherwise) other than provided for pursuant to the PAA Amended and Restated Articles of Incorporation, dated March 8, 2021; (iv) it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its information or mailing lists regarding about any past, current, future or potential members of PAA for the purpose of promoting the Financial Service Products of any organization or entity. Nothing stated in this Agreement prohibits PAA from granting to other persons a license or sublicense to use the PAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

6. **TERM OF AGREEMENT.** The term of this Agreement begins on the Effective Date and continues so long as the Joint Plan is in effect.

7. **REPRESENTATIONS AND WARRANTIES.**

(a) PAA and Purdue Federal each represent and warrant to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized and validly existing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(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 affected by enforcement of creditor's rights generally and by general principles of equity.

(iv) Except as provided herein, no consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

8. **CONFIDENTIALITY AGREEMENT.** The terms of the Existing Agreement, this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to the execution of this Agreement (“Information”) are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this

Agreement or as mutually agreed in writing. Purdue Federal and PAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above-described manner and (ii) as required by law or by any governmental regulatory authority.

9. **GOVERNING LAW; EXCLUSIVE JURISDICTION; EXCLUSIVE VENUE.** This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action.

10. **TERMINATION OR MODIFICATION.**

(a) If, at any time and for any reason, PFL is not able to provide Purdue Federal with rights to any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned or licensed by PAA and in use (or planned to be used) by Purdue Federal during the term of this Agreement, Purdue Federal may terminate this Agreement.

(b) **Remedies:**

(i) In the event of a default by either party, the other party may exercise any other remedy available at law or in equity. This paragraph shall survive termination or expiration of this Agreement;

(ii) Should any litigation be commenced between PAA and Purdue Federal concerning this Agreement, or the rights and duties of any party in relation thereto, each party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorney fees in such litigation if determined by the court in such litigation.

(iii) The above remedies shall not be exclusive and shall be in addition to any other remedies available at law or in equity, and the exercise of any one such remedy shall not constitute an election so as to exclude the exercise of any other such available remedy.

(iv) Failure to exercise any option or remedy herein specified at the time of default shall not operate as a waiver of the right to exercise that option or remedy for any continuing or subsequent default.

11. **MISCELLANEOUS.**

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. 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.

(c) Purdue Federal and PAA are not agents, representatives or employees of each other, and neither party shall have the power to obligate or bind the other in any manner, except as otherwise expressly provided by this Agreement.

(d) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than PAA and Purdue Federal, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(e) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, each of the parties, by its authorized representative, has executed this Agreement as of the Effective Date written above.

PAA

By: Kenneth J. Sam
Printed: Kenneth J. Sam
Title: PAA Chairman

PURDUE FEDERAL

By: Robert A. Falk
Printed: Robert A. Falk
Title: President and CEO