

## AFFINITY CARD AGREEMENT

THIS CO-BRANDED CARD AGREEMENT (the "Agreement") dated as of Feb 27, 2015 (the "Effective Date") governs the operation of the Co-Branded Card Program (the "Program") that The Southern Credit Union ("Credit Union") is making available to University of West Georgia Foundation, Inc., organized under the laws of the State of Georgia ("You", "Your", or the "Organization"), and includes the contractual provisions governing the Program. By signing this Agreement, each of the Parties agrees to be bound by the terms and conditions in this Agreement.

Summary: The Program enables members of Organization and the University of West Georgia Alumni and employees (the "members") to apply for Cards issued by the Credit Union. The Card and certain other Program marketing materials may include images and logos selected by you that promote the Organization and the benefits to the Program to your members. You benefit through the payment by the Credit Union to you of the Rewards as described below.

Agreement: In consideration of the mutual agreements, terms, covenants, representations and warranties is hereby acknowledged, the Parties each agree as follows:

### CREDIT UNION OBLIGATIONS

1. Construct, host and maintain a web page for your website to promote and provide information.
2. Provide a link from the hosted website to the Credit Unions website, to allow applicants to apply for cards.
3. Provide you with Credit Union authorized materials and marketing assistance from time to time to help optimize the success of the Program.
4. Credit Union will underwrite, establish, maintain accounts in accordance with its policy and procedures and may change from time to time at its discretion.
5. Credit Union shall issue cards to United States residents only.
6. Credit Union reserves the right to approve any material used by the Organization for the program and may terminate this agreement if it determines the material conflicts with its brand name or tarnishes its reputation in any way.
7. The Credit Union reserves the right to decline any applicant who is outside of its federal or state charter, regardless of the applicant's credit worthiness.

8. Credit Union agrees to pay Organization seven and one half percent (7.5%) of all interest income generated from the Program after losses and expenses have been deducted. There will be no cap to the amount of income earned by the Organization.
9. Payments shall be made quarterly to an account designated by the Organization. Credit Union may change method and timing of payment at its discretion.
10. All amounts in this agreement shall be paid in U.S. Dollars. Organization is responsible for any taxes payable on the amount of your rewards / income.

#### OBLIGATIONS OF ORGANIZATION

1. You agree to provide a link from your website to the hosted website to allow your members to obtain information about the Program and to apply for cards.
2. Organization should make a reasonable effort to promote the Program to your members only and not to applicants who do not qualify for Credit Union membership. You also agree to maintain an image banner containing a URL link about the Program during the duration of the contract.
3. The Credit Union shall own the account. The Organization will not be considered a creditor. You shall have no rights to member accounts and no data will be shared.
4. Organization to provide necessary content needed by the Credit Union to offer the Program during the term.
5. Organization should only use Credit Union authorized material in connection with Program.
6. Organization will acknowledge and agree not to contact members who have submitted applications.
7. Organization will not market to non members who are not qualified to join the Credit Union.
8. Organization agrees that Organization content does not include;
  - a. Trade names, logos, or other identifiable material of competitors of the Credit Union
  - b. Political statements
  - c. Advertisement of intellectual property the Organization does not own
  - d. Branded products, other than those licensed and owned by Organization
  - e. Any copyright image, other than those licensed and owned by Organization
  - f. Any trademark, other than those licensed and owned by Organization

- g. The names of likeness of foreign or U.S. celebrities that is recognizable by the average person in the U.S.
- h. Phone numbers and URL addresses of members
- i. Socially unacceptable groups
- j. Provocative or sexual content
- k. Violent content
- l. Profane or obscene content

*Credit Union will reserve the right to request any licensing evidence.*

## INTELLECTUAL PROPERTY RIGHTS

1. Organization grants the Credit Union an irrevocable, non transferable, non-exclusive, royalty free, world-wide license to use Organizations content on hosted website, brochures, collateral, and any other marketing materials used for the benefit of the Program.
2. Organization warrants that any material used to market the Program will be licensed by the Organization.
3. Credit Union hereby grants use of intellectual property, such as logos, branding, slogans, web design, etc., royalty free to the Organization for the benefit of the Program.

## WARRANTIES AND INDEMNITIES

1. Credit Union will perform its obligations under this agreement with reasonable skill, care, and diligence.
2. Credit Union in performing its obligations will comply with all applicable statutes and regulations, including those applicable to its role as a card issuer, including privacy rules.
3. Organization warrants to Credit Union:
  - a. Perform all obligations with reasonable skill, care, and diligence
  - b. Perform all obligations in compliance with all statutes and regulations to the Organization
4. Each party warrants that:
  - a. It is duly organized, validly existing and in good standing under federal laws of the state it was organized
  - b. No third party consent is required to enforce this agreement
  - c. It has the right and authority to perform its obligations under this agreement
  - d. It shall cooperate with the other party to enforce this agreement
  - e. It will not share intellectual property with a third party without permission.

5. Organization shall indemnify and hold harmless the Credit Union and their affiliates or vendors as a result of:
  - a. Negligent or willful acts of this agreement
  - b. Any irremediable breach of this agreement by the Organization
  - c. Any breach of intellectual property rights
  - d. Any use by you or your affiliates of unauthorized Credit Union intellectual property
6. Credit Union shall indemnify and hold harmless the Organization and defend the Organization from any and all losses incurred by them in connection with:
  - a. Negligent or willful acts of this agreement
  - b. Any irremediable breach of this agreement by the Credit Union
  - c. Any breach of intellectual property rights
  - d. Any of use by you or your affiliates of unauthorized Credit Union intellectual property

#### TERMS AND TERMINATION

1. Agreement will commence 3 years from the effective date of agreement with the option of either party to renegotiate at 1 year from the effective date of this agreement. If both parties agree a new agreement will be established. If the parties do not agree, either party may cancel the agreement in writing within 30 days.
2. Credit Union will reserve the right to cancel within 180 days of this agreement without cause.
3. Contract will be terminated if in violation with any federal or state laws regulating compliance of the Program.
4. Credit Union will retain ownership of accounts if the contract is terminated.

#### DISPUTE RESOLUTION

1. Both parties will appoint a designated representative to resolve the dispute. If a dispute cannot be reached, the dispute will be sent to non binding mediation.

#### ENTIRE AGREEMENT

This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties acknowledges and supersedes any previous agreement between parties relating to the subject matter of this Agreement.

Each of the parties acknowledges and agrees that entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any

statement, representation, warranty, understanding, promise of assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

Nothing in this Agreement shall operate to limit or exclude any liability for fraud.

#### LAW AND JURISDICTION

This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the United States of America and State of Georgia, regardless of the laws that might otherwise govern under applicable choice-of-law principles.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the effective date first written above.

#### ORGANIZATION

DWG Alumni Association  
H. Frank Gutchett

[insert name of signing officer]

Title: Director of Alumni Assoc.

#### CREDIT UNION

The Southern Credit Union

By: B. John Purdy Chief Lending Officer

Title: Chief Lending Officer

Rev. 5-23-2014