

**THE UNIVERSITY OF ILLINOIS ALUMNI ASSOCIATION**  
**AFFINITY AGREEMENT**

This Affinity Agreement (the "Agreement") is made this 31<sup>st</sup> day of December, 2020 by and between the University of Illinois Community Credit Union, a credit union chartered under the laws of the State of Illinois, having its principal place of business at 2201 S. First St, Champaign, Illinois 61820 ("Credit Union"), and The University of Illinois Alumni Association, an Illinois not-for-profit corporation having its principal place of business at 601 S. Lincoln Ave. Urbana, Illinois 61801 ("Alumni Association"), for themselves and their respective successors and assigns. Alumni Association is a membership organization of persons who have attended or have a strong affinity for the University of Illinois (the "University").

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

**1. DEFINITIONS AND RECITALS**

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

When used in this Agreement, the following initially capitalized words and phrases will have the meaning ascribed to them as set forth below:

**"Active Customer Account"** means a Credit Card Account or Account (as defined below) through which the Customer has made at least one (1) purchase or cash advance during the prior ninety (90) days.

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

**"Agreement"** means this Affinity Agreement and all Schedules attached hereto and incorporated by reference therein.

**"Alumni Association Affiliate"** means any Affiliate of Alumni Association.

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

**"Auto Loan Program "** means those automobile loan programs and services and the promotion thereof Credit Union agrees to offer pursuant to this Agreement to Members from time to time, originated by a Group Incentive Program.

**"Contract Year"** means the consecutive twelve (12) month period following the Effective Date and each consecutive twelve (12) month period following the anniversary of the Effective Date during the term of the Agreement.

**"Credit Card Account" or "Account"** means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device, instrument or method or other Financial Service Product account opened by a Customer under the Program.

**"Credit Card Services"** shall mean unsecured credit extended by the Credit Union to Customers that Customers may access through presentation to a merchant or other payee of the Customers' credit account information that is embedded on a plastic card, mobile phone, or other payment device; provided that Credit Card Services shall not include any card used to make an electronic withdrawal from the holders' funds on deposit at a financial institution, or any non-credit cards, including but not limited to debit cards, gift cards, stored value cards, ATM cards, per diem cards, or any other cards associated with a depository account, pre-paid funds, or checking account.

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

**"Customer"** means any Member who is a participant in the Program.

**"Debit Card"** means those debit card programs and services, and the promotion thereof, Credit Union agrees to offer pursuant to this Agreement to the Members from time to time.

**"Effective Date"** means January 1, 2021.

**"Eligible Royalties"** means all Royalties that accrue and are payable under Schedule A of the Agreement.

**"Financial Service Product"** means any credit card program, charge card program, gift card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program or the functional equivalent of any such product.

**"GIP Account"** means a Credit Card Account or Debit Card opened or Auto Loan Program made pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.

**"Group Incentive Program" or "GIP"** means any credit card marketing, debit card marketing, auto loan program or other program whereby Alumni Association conducts and funds solicitation efforts for credit card or other products offered under the Program, and the parties mutually agree in writing that such marketing or other program shall constitute a GIP.

**"Information"** has the meaning ascribed to such word in Section 7.

**"Licensed Trademarks"** means the Trademarks set forth on Schedule B that are licensed to Credit Union for use in connection with the Program on the terms and conditions set forth herein.

**"Marketing List"** means an updated and current list (in a format designated by Credit Union) containing non-duplicate names, with corresponding valid postal addresses, when available) and e-mail addresses of all Members segmented by zip codes or other mutually selected membership characteristics.

**"Member"** means (i) alumni of the University, (ii) members of Alumni Association, (iii) friends, faculty and staff of the University, (iv) fans, ticket holders, donors and contributors of any University athletic team or athletic department, (v) athletic booster club members, and/or (vi) other potential participants mutually agreed to by Alumni Association and Credit Union.

**"Premium Reward Account"** means a Credit Card Account carrying a Premium Reward Enhancement.

**"Premium Reward Enhancement"** means a premium Reward Enhancement as provided through Credit Union and offered as part of the Program. A Premium Reward Enhancement may be marketed under a name (e.g., My Illinois Rewards™), as determined by Credit Union from time to time, in its sole discretion.

**"Premium Reward GIP Account"** means a Premium Reward Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of the Agreement.

**"Program"** means those programs and financial services, and the promotion thereof, that the Credit Union and Alumni Association agree that Credit Union 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 jointly during the term of this Agreement and used to promote or identify products or services offered by Credit Union through the Program. Program Trademarks may but need not necessarily consist of Licensed Trademarks, with or without other elements.

**"Qualifying GIP Account"** means a new GIP Account, Reward GIP Account, or Premium Reward GIP Account which is opened through the custom application platform, remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's, Reward GIP Account's or Premium Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

**"Reward Account"** means a Credit Card Account carrying a Reward Enhancement.

**"Reward Enhancement"** means a reward enhancement as provided through Credit Union and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., Alumni Points), as determined by Credit Union from time to time, in its sole discretion.

**"Reward GIP Account"** means a Reward Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of the Agreement.

**"Royalties"** means the compensation set forth in Schedule A.

**"Trademarks"** means any trademark, design, image, visual representation (including any font), logo, collective membership mark, or service mark, trade name, trade dress, owned by or Licensed to the Alumni Association prior to or during the term of this Agreement.

**"University"** means University of Illinois and any office or department of, or affiliated or associated with University of Illinois, including but not limited to the athletic department and the office of student affairs of University of Illinois. For clarity, "University" does not include the University of Illinois Springfield, or University of Illinois at Chicago.

## 2. RIGHTS AND RESPONSIBILITIES OF CREDIT UNION

- (a) Credit Union, at its own cost, will design, develop, maintain, and administer the Program for the participants.
- (b) Credit Union will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any Alumni Association Marketing Effort (as defined in Section 12(a) herein). Credit Union reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of Alumni Association.
- (c) Credit Union will bear all costs of producing and mailing materials for the Program except for materials used in any Alumni Association Marketing Effort.
- (d) Credit Union will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of Alumni Association.
- (e) Credit Union will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Credit Union will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of Alumni Association; however, Credit Union may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. Such information shall become a part of Credit Union's files and shall not be subject to this Agreement; provided, however, that Credit Union will not use this separate information in a manner that would imply an endorsement by Alumni Association.
- (f) Subject to applicable law and regulation, Credit Union shall be authorized to place Licensed Trademarks and Program Trademarks on gifts for members completing applications and on other premium items suitable in Credit Union's judgment for the solicitation of applications for Credit Card Services. Alumni

Association retains the right to approve the use and appearance of the Trademarks used on such materials pursuant to Section 3(d).

- (g) Credit Union may periodically, but not less than once annually, include messages or inserts in mailing distributed by Alumni Association to participants, subject to Alumni Associations approval.
- (h) Credit Union may create Program Trademarks to facilitate its advertising and marketing of the Program.
- (i) Credit Union will provide quarterly reporting on Total Accounts, New Accounts opened during the period, GIP accounts, gross and net transactions volume, and fraud losses.

3. RIGHTS AND RESPONSIBILITIES OF ALUMNI ASSOCIATION

- (a) During the term of this Agreement, Alumni Association will endorse the Program exclusively, and neither Alumni Association, nor an Alumni Association Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization other than Credit Union the provision of any Credit Card Services of any entity other than Credit Union; (ii) license, allow others to license, or use or allow to exist the use by others of the Trademarks in relation to or for promotion of any Credit Card Services of any entity other than Credit Union; and (iii) 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 or students of University in relation to or for promoting any Credit Card Services of any entity other than Credit Union. In addition, if Alumni Association, or any Alumni Association Affiliate sells any product or service, in connection with such sales, Alumni Association shall not, and shall cause Alumni Association Affiliates to not, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, Alumni Association, and Alumni Association Affiliates may accept print advertising from any financial institution provided the advertisement does not contain an express or implied endorsement by Alumni Association, or Alumni Association Affiliates of said financial institution or advertising for Credit Card Services, Debit Cards, or Auto Loans.
- (b) Alumni Association agrees to provide Credit Union with such information and assistance as may be reasonably requested by Credit Union relative to the Program.
- (c) Alumni Association authorizes Credit Union to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, or any other means for participation in the Program, subject to the approval of any materials used in such solicitation pursuant to Section 3(d) below. Notwithstanding the foregoing,

Credit Union shall not target market University undergraduate students for participation in the Program during the term of this Agreement; however, nothing contained herein shall prohibit or prevent Credit Union from fulfilling a University student's request for Credit Card Services offered under the Program. In addition, notwithstanding anything contained in this Section 2(c) to the contrary, Credit Union shall not be deemed in breach of this Section 2(c) for soliciting any individual contained in any Marketing List provided by Alumni Association for participation in the Program.

- (d) Alumni Association will have the right of prior approval of all Program advertising and solicitation materials concerning or relating to the Program to be used by Credit Union. Such approval will not be unreasonably withheld or delayed more than 30 days, except that the Credit Union may use Alumni Association's name on monthly statements and other correspondence from Credit Union to a Customer relating to the Customer's account without prior approval from Alumni Association. If Credit Union incurs a cost because of a change in the Trademarks at the request of the Alumni Association (e.g., the cost of reissuing new credit cards), Credit Union may deduct such costs from any Royalties due Alumni Association. If such costs exceed Royalties then due Alumni Association, if requested by Credit Union, Alumni Association will promptly reimburse Credit Union for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Credit Union, Alumni Association will provide Credit Union with current Alumni demographics to include but not limited to data points such, total unique emails on file, total living members, total paying members, geographic data points. First to be provided as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement.
- (f) Alumni Association will, and will cause any Alumni Association Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Credit Union's prior written approval, except for current advertising and solicitation materials provided by Credit Union to Alumni Association. Notwithstanding the above, Alumni Association may respond to individual inquiries about the Program from its Members on an individual basis, if said responses are accurate and consistent with the then-current materials provided by Credit Union to Alumni Association. Any correspondence received by Alumni Association that is intended for Credit Union (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Credit Union account executive via secure email, fax, or overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by Alumni Association will be paid by Credit Union.
- (g) Alumni Association hereby grants Credit Union and its Affiliates a limited, license or sublicense, as applicable, to use the Licensed Trademarks and any variations thereof displayed on Schedule B with the Program. Credit Union may transfer such license or sublicense to its assignee as provided in this Agreement

subject to prior written notice of such assignment to the Alumni Association. Alumni Association shall amend Schedule B and notify Credit Union from time to time to add any Trademarks that Alumni Association may from time to time in the future acquire or hold licensing rights for. This license or sublicense will remain in effect for the duration of this Agreement plus any period defined in Section 11(d) and will apply to the Licensed Trademarks, notwithstanding the transfer of such Licensed Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. Alumni Association will provide Credit Union all Licensed Trademark production materials (e.g., camera ready art, acceptable digital files) required by Credit Union for the Program as soon as possible but no later than thirty (30) days after the Effective Date of this Agreement. Nothing stated in this Agreement prohibits Alumni Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

- (h) All Program Trademarks, except Program Trademarks that consist of or contain the Licensed Trademarks, with or without other elements, shall belong exclusively to Credit Union, and Credit Union may use such Program Trademarks in any manner not prohibited by this Section 2(h). Alumni Association may not use any Program Trademark, except to promote the Program or any goods or services offered by Credit Union through the Program. Alumni Association shall not register or attempt to register any Program Trademark. Credit Union shall not register or attempt to register any Licensed Trademarks. Credit Union may use Program Trademarks that contain Licensed Trademarks to promote or identify the Program and any products or services offered by Credit Union through the Program at no cost to Credit Union during the term of this Agreement.
- (i) Alumni Association will, at no cost to the Credit Union, include a link from Alumni Association's website to the Credit Unions website and provide a dedicated landing page.
- (j) Alumni Association shall provide a promotional block with a hyper-link in Alumni Association electronic newsletters for placement by Credit Union of an advertisement of the Program at no additional cost to the Credit Union.
- (k) For purposes of Program solicitation and at no additional cost to the Credit Union, Alumni Association shall provide for and execute the following:
  - (i) On an annual basis, eight (8) annual digital messages delivered to the full University alumni population through channels with highest level of engagement.
  - (ii) Two (2) messages following graduation to each of the three (3) graduating classes (December, May, August) for each academic year.
  - (iii) On an annual basis, a minimum of six (6) messages to segmented/targeted alumni populations as mutually agreed upon by Alumni Association and Credit Union.

The parties acknowledge that acceptable channels for messages include email, direct mail, other engagement software and platforms, and personalized engagement. Marketing may be substituted for future mutually agreed upon opportunities and channels.

All messages provided for herein or otherwise agreed upon will contain content approved by both Alumni Association and Credit Union and shall include an “opt out” option for the recipient. Alumni Association will execute content on at least one digital channel with high engagement monthly.

- (l) Alumni Association will, at no cost to the Credit Union feature the Program as a top-level partner on all platforms, at events and within welcome center.

#### 4. REPRESENTATIONS AND WARRANTIES

- (a) Alumni Association and Credit Union each represents and warrants to the other party 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, except as expressly limited herein;
  - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity
  - (iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect, and except as expressly limited herein;
  - (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) Alumni Association represents and warrants to Credit Union as of the date hereof, throughout the term of this Agreement, and continuing through the period thereafter to wind down the program, that it has the right and power to (i) license or sublicense, as applicable, the Licensed Trademarks to Credit Union for exclusive use as contemplated by this Agreement, and (ii) to approve, in consultation with University, the marketing material(s) and provide the Marketing



Lists to Credit Union for the promotion of the Program. Alumni Association further represents and warrants to Credit Union as of the Effective Date and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) authorized to use, license or sublicense the Licensed Trademarks in connection with any Credit Card Services, Financial Services Products or which has or shall be granted access and authorization to use the Marketing List in connection with any Credit Card Services. Alumni Association shall not sponsor or endorse any products or services of any financial institution other than the Credit Union, that are the same as Credit Card Services, as defined in this Agreement, or grant or allow use of the Licensed Trademarks or the Marketing Lists in the promotion of products or services of any financial institution that are the same as Credit Card Services or Financial Services Products as defined in this Agreement. Alumni Association hereby indemnifies, defends and holds harmless Credit Union, its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, including reasonable attorneys' fees and expenses incurred in connection therewith, arising from or suffered due to Alumni Association's breach of the representations and warranties stated herein and the Credit Union's use of the Licensed Trademarks or Marketing List(s) in reliance thereon for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any Licensed Trademarks or Marketing Lists.

- (c) Credit Union's obligations set forth in this Agreement are expressly conditioned upon Credit Union receiving and maintaining requisite regulatory approval for expanded field of membership which encompasses Member(s) as defined herein as eligible for Credit Union membership. If Credit Union fails to obtain or maintain regulatory approval, Credit Union may terminate this Agreement without damages or further Royalty obligation to Alumni Association.

## 5. ROYALTIES

- (a) During the term of this Agreement, Credit Union will pay Royalties to Alumni Association. Royalties will not be paid until Alumni Association completes and delivers a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) to Credit Union. Except as otherwise provided in Schedule A, payment of Royalties due (along with the delivery of Credit Union's Royalty report) will be due within forty-five (45) days after the end of each calendar quarter. Alumni Association acknowledges and agrees that it shall be solely responsible for payment of any and all consideration or compensation as may become due to or required by any other person or entity, including without limitation, University in connection with this Agreement or the Program. The parties to this Agreement acknowledge that Royalties shall be deemed earned when paid.
- (b) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with

all other rate changes since the Effective Date, has more than a de minimis adverse impact on Credit Union's businesses (including the businesses of any Credit Union Affiliate providing a product or service under this Agreement), as determined by Credit Union in its sole discretion ("Impact"), then Credit Union may notify Alumni Association in writing of Credit Union's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after Alumni Association's receipt of Credit Union's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Credit Union shall have the right to terminate either the Credit Card Program, or the Agreement in its entirety, without penalty or liability to Alumni Association, upon ninety (90) days advance written notice. For the avoidance of doubt, if the Credit Card Program is terminated earlier than the Agreement as provided for in this Section 5(b), such terminated program remains subject to the provisions described in the sections referenced in Section 11(d) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement, and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case, as if the termination of such program was a termination or expiration of the Agreement for just that program.

## 6. CONFIDENTIALITY

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 after the Effective Date 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. Credit Union and Alumni Association will be permitted to disclose such Information to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees ("Agents") and, in the case of the Alumni Association, to the University, 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. Nothing in this Agreement will be deemed to prevent the disclosure of Information received hereunder pursuant to any regulatory, self-regulatory or supervisory authority having appropriate jurisdiction, and any applicable law, regulation or court order, provided that (1) such disclosure will be limited to the minimum acceptable level of disclosure; (2) unless prohibited by such regulatory, self-regulatory or supervisory authority, or such law, regulation or court order, the affected party is notified of the imminent disclosure as soon as is practicable so that such party may seek a protective order or otherwise object; and (3) the disclosing party will exert reasonable best efforts to minimize or prevent such disclosure to the maximum extent allowed under applicable law, regulation or court order. Upon expiration or earlier termination of this Agreement, the parties shall destroy all Information. Each party acknowledges that a breach by the other party of that party's obligations under this Section 7 will cause irreparable harm to the non-breaching party for which money damages would not be adequate. In the event a party files a petition for temporary or permanent injunctive relief alleging a violation of

this Section 7, the defendant agrees that the petitioner need not prove that its injury is irreparable, or that it does not have an adequate remedy at law. In the event a court issues a preliminary injunction against a party for violation of its duties under this Section 7, the party against whom the injunction is issued waives any requirement that the petitioner post a security bond. Any party who discloses Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

## 7. INDEMNIFICATION/LIMITATION OF LIABILITY

### (a) By Credit Union:

Credit Union hereby defends, indemnifies, and holds harmless the Alumni Association, and its respective officers, directors, trustees, managers, employees, agents and assigns (the "Alumni Association Indemnified Parties") from any and all losses, damages, judgments, penalties, fines, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising from any allegations asserted by a third party, including any governmental agency or officer, (a "Claim") that are proven to be true, and constitute a breach by the Credit Union of its duties, obligations, representations or warranties set forth in this Agreement or any Schedule thereto. In the event of any Claim, an Alumni Association Indemnified Party shall provide the Credit Union with prompt written notice of the Claim, and a copy of any complaint, petition, or other written documents setting forth the Claim. The Alumni Association Indemnified Parties shall cooperate with the Credit Union on reasonable terms and conditions in the defense or settlement of any Claim. The Credit Union shall have the right and duty to engage legal counsel to defend or settle any Claim; provided that the Alumni Association Indemnified Parties shall have the right to engage at their expense separate legal counsel to monitor the defense or settlement of any Claim. The Credit Union shall have the right to settle or compromise any Claim, provided Alumni Association shall have the right to approve any settlement or compromise that reduces the rights or benefits of Alumni Association or Alumni Association Indemnified Parties under this Agreement, which approval shall not be unreasonably withheld, conditioned, or delayed. Credit Union's cumulative liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to those arising out of or related to this Agreement) with respect to Claims defined herein, shall not under any circumstances exceed the amount of the revenue earned by Credit Union pursuant to this Agreement for the immediately preceding year.

### (b) By Alumni Association:

Alumni Association hereby defends, indemnifies, and holds harmless the Credit Union, and its respective officers, directors, trustees, managers, employees, agents and assigns (the "Credit Union Indemnified Parties") from any and all losses, damages, judgments, penalties, fines, costs and expenses, including reasonable attorney fees and litigation expenses, arising from any allegations asserted by a third party (a "Claim") that are proven to be true, and constitute a breach by Alumni Association of its duties, obligations, representations or warranties set forth in this Agreement or any Schedule

thereto. In the event of any Claim, a Credit Union Indemnified Party shall provide Alumni Association with prompt written notice of the Claim, and a copy of any complaint, petition, or other written documents setting forth the Claim. The Credit Union Indemnified Parties shall cooperate with Alumni Association on reasonable terms and conditions in the defense or settlement of any Claim. Alumni Association shall have the right and duty to engage legal counsel to defend or settle any Claim; provided that the Credit Union Indemnified Parties shall have the right to engage at their expense separate legal counsel to monitor the defense or settlement of any Claim. Alumni Association shall have the right to settle or compromise any Claim, provided that the Credit Union Indemnified Parties shall have the right to approve any settlement or compromise that reduces the rights or benefits of the Credit Union Indemnified Parties under this Agreement, which approval shall not be unreasonably withheld, conditioned, or delayed.

8. TERM

The initial term of this Agreement will be for ten (10) years, beginning on the Effective Date and ending on December 31, 2030.

9. GOVERNING LAW

This Agreement will be governed by and subject to the laws of the State of Illinois, without regard to conflicts of laws principles. Claims against the Alumni Association shall be filed in the Court of Claims.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Credit Union or Alumni Association, and the unabated continuance of default for sixty (60) days after delivery of written notice by the non-breaching party (the "Cure Period"), the non-breaching party may, at its option, terminate this Agreement by delivery of written notice of termination to the breaching party. A notice of default must include a description of the alleged material breach.
- (b) If either Credit Union or Alumni Association becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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) Upon the expiration or earlier termination of this Agreement, Credit Union shall, except as set forth in Section 11(d) herein, cease to use the Trademarks for Program marketing purposes, although Credit Union may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Credit Union will not claim any right, title, or interest in or to the Trademarks or to the Marketing Lists.

- (d) Credit Union will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by Alumni Association or any Alumni Association Affiliate to the Members; provided, however, that Credit Union's review and approval shall be limited to a determination that the content is factually accurate, complies with any obligation of confidentiality between the parties, and does not criticize, disparage, condemn or impugn the reputation or character of Credit Union provided such review and approval shall not be required for a termination following a breach by Credit Union. Such approval will not be unreasonably withheld. Upon expiration or earlier termination of this Agreement, Credit Union will have up to six (6) calendar months from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Credit Union's marketing channels; (ii) shall have up to twelve(12) months to remove Trademarks from Program collateral and account materials, such as statements, welcome packages, reissued or replaced credit devices, and card carriers. Alumni Association shall not attempt to cause the removal of Trademarks from any person's credit devices or records of any Customer existing as of termination date or expiration date of this Agreement, and Credit Union shall have the right to use Trademarks on such credit devices, and records until their normally scheduled reissue date or replacement or exhaustion.
- (e) If Applicable Law has or will have a material adverse effect on Credit Union's businesses (including the businesses of any Credit Union Affiliate providing a product or service under this Agreement), as determined in Credit Union's sole discretion ("Event"), Credit Union may notify Alumni Association in writing of Credit Union's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after Alumni Association's receipt of Credit Union's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Credit Union shall have the right to terminate either the Credit Card Program, or the Agreement in its entirety, without penalty or liability to Alumni Association, upon ninety (90) days advance written notice. For the avoidance of doubt, if the Credit Card Program is terminated earlier than the Agreement as provided for in this Section 11(e), such terminated program remains subject to the provisions described in the sections referenced in Section 11(d) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement, and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case, as if the termination of such program was a termination or expiration of the Agreement for just that program.
- (f) For a one (1) year period immediately following the termination of this Agreement, Alumni Association agrees that neither Alumni Association, nor any Alumni Association Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of Credit Card Services to persons who were Customers provided the foregoing shall not apply to termination resulting from a material breach by Credit Union. Notwithstanding the foregoing, Alumni

Association, or any Alumni Association Affiliate may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit card service endorsed by Alumni Association, or any Alumni Association Affiliate, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Credit Union, or offered any terms or incentives that differ from those offered to all Members.

- (g) Credit Union will pay Alumni Association royalty payments pursuant to Schedule A section(c) during the twelve (12) month defined wind down period.

#### 11. GROUP MARKETING

- (a) Alumni Association will design and produce, at its expense, all marketing material for any Program marketing efforts being conducted, directly or indirectly, by Alumni Association, including, but not limited to, any GIP ("Alumni Association Marketing Effort"). Alumni Association will give Credit Union sixty (60) days prior notice prior to engaging in any Alumni Association Marketing Effort.
- (b) All GIP marketing materials will be coded by Alumni Association as instructed by Credit Union for tracking purposes. Credit Card Accounts generated from any GIP will entitle Alumni Association to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (c) Credit Union will have the right of prior approval of all marketing materials to be used in any Alumni Association Marketing Effort. Credit Union has control over, in its sole discretion, the scope, timing, content and continuation of any Alumni Association Marketing Effort. In furtherance of the above, Alumni Association shall immediately discontinue any or all Alumni Association Marketing Efforts upon receipt of, and in accordance with the, written notice from Credit Union requesting such discontinuance. Alumni Association will not deviate from the approved materials and plan for any Alumni Association Marketing Effort without the prior written approval of Credit Union.
- (d) All costs incurred by Credit Union in producing and mailing materials created pursuant to any Alumni Association Marketing Effort or of supporting any Alumni Association Marketing Effort will be promptly reimbursed by Alumni Association upon demand.
- (e) Alumni Association will comply with all applicable laws, including, without limitation, The Credit CARD Act of 2009, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any Alumni Association Marketing Effort.
- (f) Alumni Association will advertise all the products offered under the Program on Alumni Association's home page, account profile pages and such other prominent

locations within the internet site(s) of Alumni Association as the parties shall mutually agree upon, all at Alumni Association's expense. Credit Union may establish a hyperlink from each such advertisement to another internet site (an application site) or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card, Debit Card, or Financial Services Product Accounts generated pursuant to such a hyperlink or telephone number will entitle Alumni Association to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. Alumni Association will modify or remove such advertisements within twenty-four (24) hours of Credit Union's requests. To enable Credit Union to view all Program material, Alumni Association will provide Credit Union with the ability to access any and all pages within the Alumni Association internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.

## 12. 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 11(d) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) Any notice, request, demand, instruction or other communication to be given to any party hereunder, shall be in writing, and shall be deemed to be received, whether actually received or not, upon (a) personal delivery by courier (including overnight delivery service such as FedEx), (b) confirmed facsimile or email (provided a copy thereof is sent by an overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested) or (c) on the day of deposit of the original in a regularly maintained official depository of the United States Mail located in the continental United States, and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

1. If to Alumni Association:

The University of Illinois Alumni Association  
Attn: Ms. Jennifer Dillavou, President  
Alice Campbell Alumni Center  
601 S Lincoln Avenue  
Urbana, IL 61801

2. If to Credit Union:

University of Illinois Community Credit Union  
Attn: Mr. Chris Harlan, President/CEO  
2201 S First St  
Champaign, IL 61820

3. Any party may change their notice address by delivery of written notice of such change of address to the other party.

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Credit Union, which will not be unreasonably withheld, Alumni Association may not assign any of its rights or obligations under or arising from this Agreement. Credit Union may not assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the Alumni Association, which will not be unreasonably withheld, except that Credit Union may assign its rights and obligations under this Agreement without consent of Alumni Association to any wholly owned entity of Credit Union. Credit Union may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Credit Union's affiliates or business partners.
- (h) Credit Union and Alumni Association are not agents, representatives, or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than Alumni Association and Credit Union, their successors and assigns, any rights or remedies under or by reason of this Agreement.



- (j) Alumni Association recognizes and agrees that Credit Union's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, Alumni Association agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Credit Union determines that Alumni Association does not so conduct itself, Credit Union may terminate this Agreement, effective immediately.
- (k) Credit Union recognizes and agrees that Alumni Association's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, Credit Union agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Alumni Association determines that Credit Union does not so conduct itself, Alumni Association may terminate this Agreement, effective immediately.
- (l) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (m) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, pandemic, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (n) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (o) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed, or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.
- (p) Default by any party to this Agreement shall entitle the non-defaulting party to damages, reasonable costs, attorney fees and expenses incurred in connection with judicial enforcement of this Agreement.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the set forth hereinabove.

THE UNIVERSITY OF ILLINOIS  
ALUMNI ASSOCIATION

BY: 

Jennifer Dillayou, President

Date: 9/2/21

UNIVERSITY OF ILLINOIS  
COMMUNITY CREDIT UNION

BY: 

Chris Harlan, President/CEO

Date: June 28, 2021

## UNIVERSITY OF ILLINOIS EXCLUSIVITY COVENANT TO CREDIT UNION

The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, (the "University") hereby covenants and agrees with the University of Illinois Community Credit Union (the "Credit Union") that (1) the University understands that the University of Illinois Alumni Association ("UIAA") has entered into the above-referenced Affinity Agreement (the "Affinity Agreement") with the Credit Union in which the UIAA, among other things, agrees that while the Affinity Agreement is in effect that UIAA will not sponsor or endorse the products or services of any financial institution, other than the Credit Union, that are the same as Credit Card Services, as defined in the Affinity Agreement; and (2) as an inducement to the Credit Union to enter into the Affinity Agreement with UIAA, the University hereby agrees that while the Affinity Agreement remains in full force and effect, the University shall not sponsor or endorse any products or services of any financial institution other than the Credit Union, that are the same as Credit Card Services, as defined in the Affinity Agreement, or license the use of University's trademarks, service marks, or mailing lists in the promotion of products or services of any financial institution that are the same as Credit Card Services as defined in the Affinity Agreement, provided, however, that in the event the Sponsorship Agreement between the University and the Credit Union, executed contemporaneously with the Affinity Agreement, terminates while the Affinity Agreement remains in effect, the University may enter into a similar sponsorship agreement with another financial institution that offers products and services that are the same as Credit Card Services as defined in the Affinity Agreement, so long as the University does not undertake any of the actions prohibited by this Covenant with respect to the other financial institution's products and services. Except for the University's obligations set forth in this Covenant, the University does not undertake any duties or obligations under the Affinity Agreement.

IN WITNESS WHEREOF, the University executes this Covenant as of this day and year above written

THE UNIVERSITY OF ILLINOIS

BY: Paul N. Elliott  
COMPTROLLER

ATTEST: Gregory J. Knott  
SECRETARY

APPROVED AS TO LEGAL FORM:

Austin J. Hill  
OFFICE OF UNIVERSITY COUNSEL

## SCHEDULE "A"

During the term of this Agreement, Credit Union will pay Alumni Association a Royalty pursuant to Section 5 of the Agreement calculated as follows, for those accounts with active charging privileges.

### A. Royalty Guarantee:

The Credit Union shall pay Alumni Association the following Royalty Guarantees for the first ten (10) years following the Effective Date of this Agreement:

Year 1 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 2 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 3 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 4 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 5 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 6 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 7 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 8 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 9 Five Hundred Forty Thousand Dollars (\$540,000)  
Year 10 Five Hundred Forty Thousand Dollars (\$540,000)

Each annual Royalty Guarantee outlined above shall be paid in four (4) equal installments, with installments due on or before the forty-fifth day following the end of each calendar quarter.

### B. GIP Account Bonus:

For each contract year during the term of this Agreement, Alumni Association will receive an account bonus (Qualifying GIP Account Bonus) for any new GIP Accounts generated during that contract year exceeding 500 based on the following chart. Qualifying GIP Account Bonus will be calculated at the end of the first quarter of each contract year (starting in Year 2) for the previous contract year, and if due, will be paid by Credit Union in a lump sum within 30 days.

#### Number of Annual GIP Accounts Exceeding 500

0 – 499	\$0
500-999	\$50,000
1000-1499	\$100,000
1500-1999	\$150,000
2000-2999	\$200,000
3,000+	\$300,000*

\*UICCU will pay \$50,000 for every 500 GIP Accounts exceeding 3,000 GIP Accounts in the calendar year.

**SCHEDULE "B"**  
**LICENSED TRADEMARKS**

ALUMNI ASSOCIATION WILL INSERT LOGOS AND BRAND GUIDELINES FOR  
UNIVERSITY OF IL

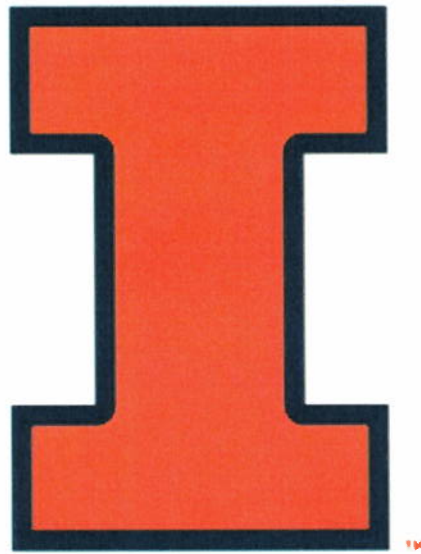
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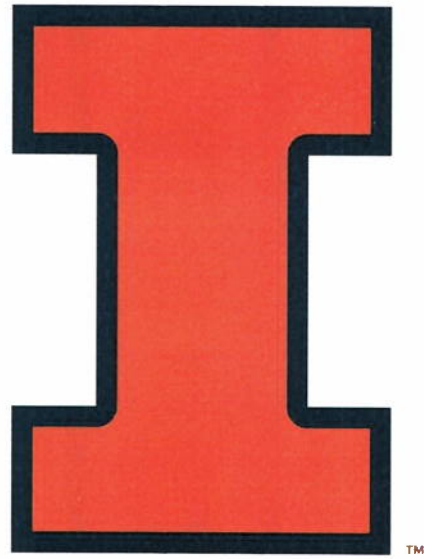


2.



**A L U M N I**

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4.



**| A L U M N I**

<div> <b>Illinois</b></div> <div>Current Revision Date: 08/09/19</div>				<div>University of Illinois™ Illinois™ Fighting Illini® Illini™ (first reference needs to be to Fighting Illini®) UI™ UI of I™</div> <div>Verbiage</div>			
<div>Established: 1867</div> <div>Mascot Name: N/A</div>		<div>Location: Urbana-Champaign, IL</div> <div>Conference: Big Ten</div>		<div>Mascot: Fighting Illini</div>			
<div>Orange</div>		<div>Blue</div>		<div>Black</div>			
<div>PANTONE 7417 C MADEIRA Rayon: 1379 MADEIRA PolyNeon: 1952</div>		<div>PANTONE 2767 C MADEIRA Rayon: 1467 MADEIRA PolyNeon: 1742</div>		<div>PANTONE Process Black C MADEIRA: Black PolyNeon: Black</div>			
<div>White MADEIRA: White PolyNeon: White</div>							
<div>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.</div>							
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