



## MASTER AFFINITY AGREEMENT

This Master Affinity Agreement is made as of the 7<sup>th</sup> day of January, 2011 ("Effective Date"), between UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA"), a reciprocal interinsurance exchange having its offices at 9800 Fredericksburg Road, San Antonio, Texas 78288 and the Association of Graduates of the United States Military Academy ("WPAOG"), a non-profit organization with offices located at 698 Mills Road, West Point, New York 10996 (each a "Party" and collectively the "Parties").

USAA and its Affiliates are engaged in the business of providing financial products and services to, primarily, members of the U.S. military and their families; and

WPAOG is a member based entity and desires to offer certain endorsed financial products and services to its Members (hereinafter defined); and

WPAOG also has certain media space available for general marketing activities and desires to provide such space to USAA; and

USAA desires to offer such endorsed products and services to Members and acquire the media space available for its general marketing use according to the terms and conditions contained in this Agreement and associated Addenda.

Now, therefore, in consideration of the promises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USAA and WPAOG agree as follows:

### ARTICLE 1: DEFINITIONS

**1.1 "Affiliate"** means with respect to a Party, any corporation, partnership, joint venture, joint stock company, limited liability company, trust, estate, association or other entity the existence of which is recognized by any governmental authority, (collectively an "Entity") that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with either Party listed herein or an Entity in which either Party has any direct or indirect ownership interest, whether controlling or not, of at least fifty percent (50%), at any time during the term of this Agreement. For purposes of this definition the term "controls", "is controlled by" or "under common control with" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

**1.2 "Addendum or Addenda"** means one or more, as the case may be, addendum, purchase order or other document that may be attached to this Agreement or which incorporates this Agreement by reference.

**1.3 "Agreement"** means this Master Affinity Agreement, and any and all addenda, appendices, exhibits, and schedules attached hereto or incorporated herein by reference.

**1.4 "Disclosing Party"** means anyone releasing Confidential Information.

**1.5 "Member(s)"** means any individual who is a member of WPAOG.

**1.6 "Person"** means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, governmental, judicial or regulatory body, business unit, division or other entity.

**1.7 "Recipient"** means anyone who receives Confidential Information.

**1.8 "Term"** means the Initial Term and Extended Term collectively.

In addition to the terms defined above, other defined terms are used in this Agreement and such terms shall have the meanings defined for such terms in the first paragraph where they appear.

## ARTICLE 2: SERVICES

The services to be performed shall be specified on one or more Addendum.

## ARTICLE 3: RELATIONSHIP MANAGER

**3.1 Relationship Managers.** Each Party will designate and provide business relationship manager(s) ("Relationship Managers") to manage the day-to-day relationship and handle problem resolution between WPAOG and USAA. Each Party's Relationship Manager will respond to issues as promptly as commercially reasonable under the circumstances. Each Party's Relationship Manager shall be available during normal working hours, except holidays. Each Party will provide backup Relationship Managers in the absence of its regular Relationship Manager.

## ARTICLE 4: COMPENSATION

**4.1 Fees.** USAA shall pay WPAOG in accordance with the fees and payment terms specified in the applicable Addendum.

**4.2 Payment.** All fees shall be due by USAA as specified in the applicable Addendum and paid using electronic funds transfer ("EFT") in accordance with Exhibit A.

**4.3 Disputes.** If either Party disputes any fee or other charge, USAA and WPAOG will use their best efforts to resolve the dispute within forty-five (45) days. USAA will pay any undisputed amounts due. Each Party will provide the other Party with copies of all supporting documentation relating to the dispute within fifteen (15) days after written notification has been provided. The disputed amount (or such amount as may be ultimately determined to be correct) shall not be due until fifteen (15) days after the dispute is resolved. Notwithstanding anything contained herein, USAA shall have no obligation to pay a disputed amount until resolution of the dispute.

## ARTICLE 5: TERM OF AGREEMENT

**5.1 Initial Term.** The term of this Agreement shall commence on the Effective Date and shall be in effect until May 31, 2017, unless otherwise terminated pursuant to Article 6 of this Agreement ("Initial Term").

**5.2 Automatic Renewal of Initial Term.** This Agreement shall automatically renew for an additional five-year period under the same terms and conditions (the "Extended Term") unless either Party provides the other Party written notice of its intent not to renew at least one hundred-eighty (180) days before the Initial Term of this Agreement expires.

## ARTICLE 6: TERMINATION AND RELATED TRANSITION ASSISTANCE

### 6.1 Mutual Termination Rights. Either Party may terminate any Addendum:

**6.1.1** immediately for failure of the other Party to comply with, or for unsatisfactory performance of, the terms of such Addendum and such breach is not cured within thirty (30) days after written notice of such breach is provided to such other Party; provided however, that if the nature of the breach is such that it cannot be reasonably cured within said thirty (30) day period then the cure period will be extended for such additional period of time as is reasonably necessary up to cure such breach, not to exceed an additional 60 days if: (i) the defaulting party is making all reasonable efforts to promptly cure the breach; (ii) and provides notice of the need for the extension within the initial thirty (30) day cure period; or

**6.1.2** immediately in the event the other Party seeks the protection of any bankruptcy court, becomes insolvent, or makes an assignment for the benefit of creditors; or

**6.1.3** immediately if the other Party is in violation of Article 11 (assignments or change in control.)

### 6.2 USAA Termination Rights. USAA may terminate this Agreement or any Addendum without regard to breach or default upon one hundred-eighty (180) days written notice from USAA.

### 6.3 Survival. The obligations relating to Articles 7 (confidential information), 9 (representations and warranties), 10 (defense, indemnity, and insurance), 14 (publicity) and 24 (officers and directors) will survive any expiration or termination of this Agreement or any Addendum hereto.

### 6.4 Effect of Termination or Expiration. Following termination or expiration of this Agreement or any Addendum, USAA may, in its sole discretion, target communications (electronic, print or otherwise) directly to Members, who are also USAA customers, regarding the fact that this Agreement or Addendum has been terminated. USAA shall not disparage WPAOG or its products and services in any communications; nor shall WPAOG disparage USAA, its Affiliates, or their products and services in any communications.

## ARTICLE 7: CONFIDENTIAL INFORMATION

### 7.1 Confidential Information. Confidential Information shall mean all documents, materials, data and information, in whatever form received, created or gathered, including, but not limited to, verbal, written, magnetic, electronically recorded, tangible or intangible, which have or will come into the possession of a Party hereto relating to and furnished by the other Party, its representatives or the Members in connection with this Agreement or the transactions contemplated hereby, which are proprietary or confidential in nature, including, but not limited to, the following: financial information; terms and conditions of this Agreement; business plans; technology; unique marketing philosophies and objectives, and activity reports. Confidential Information shall not include information that:

**7.1.1** at the time it is disclosed, is already in the rightful possession of the receiving Party or available to the receiving Party, or its officers, directors, employees or Affiliates, from any other source having no obligation not to disclose it; or

**7.1.2** is, or any time thereafter, becomes available to the general public other than as a result of disclosure by the receiving Party; or

**7.1.3** after it is disclosed, is at any time obtained by the receiving Party from any other Person having no obligation not to disclose it; or

7.1.4 is developed by a Party hereto or any of its Affiliates independently, without reference to any Confidential Information.

**7.2 Disclosure and Use for Purposes of this Agreement.** The Recipient will protect the Disclosing Party's Confidential Information, will only use the Confidential Information in connection with performance under this Agreement and will only disclose Confidential Information to Persons who have a "need to know" the Confidential Information in connection with performance under this Agreement. The Recipient will apprise said Persons of the confidentiality obligations and ensure that they comply with the terms of this Agreement. The Recipient shall be responsible for any breach of the confidentiality obligations by such Persons. The Recipient will notify the Disclosing Party as soon as possible of any misuse of or unauthorized access to Confidential Information of which it becomes aware and will cooperate in remedying such situation promptly. The Recipient may disclose Confidential Information if required to be disclosed by a court order or operation of law. Before disclosing any Confidential Information of the Disclosing Party under court order or operation of law, the Recipient shall provide the Disclosing Party reasonable notice and the opportunity to object to or limit such disclosure.

**7.3 Ownership.** The Parties agree that each Party is deemed to be the sole owner of all Confidential Information disclosed by such Party to the other Party. Confidential Information provided directly by Members to USAA will be deemed to be USAA's Confidential Information. Except as otherwise provided in this Agreement, or as the Parties may agree from time to time, nothing in this Agreement shall be construed to convey to the receiving Party any right, title, interest or copyright in any Confidential Information or any license to use, sell, exploit, copy or further develop any such Confidential Information.

**7.4 Prohibited Use and Disclosure.** USAA and WPAOG, for themselves and their respective officers, directors, employees, representatives, Affiliates and agents agree that they shall treat and hold in trust all Confidential Information solely for the Disclosing Party's benefit or otherwise destroy such Confidential Information. Neither Party hereto shall disclose, publish or make use of the Confidential Information without the express written consent of a duly authorized corporate officer of the disclosing Party other than in accordance with this Agreement.

**7.5 Termination.** Except as set forth below or as required by law, after termination of this Agreement, each Party shall promptly return to the other Party, or at the other Party's option either certify destruction of, or take commercially reasonable steps to protect the confidentiality of all tangible material containing or otherwise reflecting Confidential Information. If either Party has provided Confidential Information of the other Party to third parties in accordance with the terms of this Agreement, the Party providing such Confidential Information to third parties shall be responsible for such third parties compliance with the requirements of this Article.

## ARTICLE 8: USE OF MARKS

**8.1 Use and Ownership of USAA Marks.** USAA retains the exclusive ownership right to any distinctive trade names, logos, trademarks, service marks, product identifications, artwork, imagery, pictures and other symbols and devices associated with USAA's products or services (collectively referred to herein as "USAA Marks") that have been or may hereafter be created or developed by USAA. USAA shall provide the USAA Marks that shall be used by WPAOG in marketing the Program on a non-exclusive, nontransferable, non-assignable license basis during the term of this Agreement. WPAOG shall not use the USAA Marks in any manner without USAA's prior written consent. All uses by WPAOG of USAA Marks shall inure solely to the benefit of USAA. Subject to this Section 8.1, upon the termination or expiration of this Agreement, WPAOG shall immediately discontinue the use of such USAA Marks and promptly destroy or return to USAA any tangible materials bearing such USAA Mark, excluding past issues of printed documents such as magazines or calendars.

**8.2 Use and Ownership of WPAOG Marks.** WPAOG retains the exclusive ownership right to any distinctive trade names, logos, trademarks, service marks, product identifications, artwork, imagery, pictures and other symbols and devices associated with WPAOG'S products or services (collectively referred to herein as "WPAOG Marks," collectively with USAA Marks, the "Marks") that have been or may hereafter be created or



developed by WPAOG. USAA and its Affiliates shall have limited authority to use WPAOG Marks in Marketing Materials on a non-exclusive, nontransferable, non-assignable license basis during the term of this Agreement; provided that, USAA and its Affiliates shall not use the WPAOG Marks in any manner inconsistent with the terms of this Agreement without the prior written consent of WPAOG. Upon the termination or expiration of this Agreement, USAA and its Affiliates shall immediately discontinue the use of such WPAOG Marks and promptly destroy or return to WPAOG any tangible materials bearing such WPAOG Marks.

**8.3 Notification of Infringements and Claims.** Each Party hereto shall immediately notify the other Party of any apparent infringement of, or challenge to, the Party's use of any of the other's Marks or claim by any Person of any rights in any of the other Party's Marks. In such event, the Party providing such notice shall not communicate with any Person other than the other Party and its counsel in connection with any such infringement, challenge or claim, unless otherwise authorized by the other Party. As between the Parties, the owner of the Marks shall have sole discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively any settlement, litigation, arbitration or U.S. Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to the owner's Marks. The Party using the other Party's Marks agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of owner's counsel, be reasonably necessary or advisable to protect and maintain the owner's interests in any litigation, proceeding or otherwise relating to any of the owner's Marks. Any costs associated with such assistance will be reimbursed by the owner of the Marks to the other Party providing assistance.

**8.4 Approval of Proposed Use of Marks.** Neither WPAOG nor USAA shall use marketing materials, proposals or any other presentations that contain references to WPAOG or USAA or their respective Affiliates in general, or in relation to the products and services provided under the scope of this Agreement and associated Addenda, unless the material has been previously reviewed and approved in writing by both parties. Notwithstanding the foregoing, either Party may, in its sole and absolute discretion, disapprove any communication that it believes to be inconsistent with its image. Each Party agrees to promptly update any Mark of the other Party maintained by such Party regardless of the media in which such Mark is used. If any such use of material presented by USAA to WPAOG is not approved or disapproved within ten (10) business days it shall be deemed approved by WPAOG. If any such use of material presented by WPAOG to USAA is not approved or disapproved within ten (10) business days it shall be deemed disapproved by USAA.

## ARTICLE 9: REPRESENTATIONS AND WARRANTIES

### 9.1 WPAOG Representations and Warranties.

**9.1.1** WPAOG is a corporation in good standing organized pursuant to the laws of the State of New York.

**9.1.2** WPAOG has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

**9.1.3** WPAOG is not currently under any order either from a court or a state regulatory body prohibiting it from performing its Services in any state.

**9.1.4** WPAOG is solvent at the time of execution of this Agreement and performance of its obligations hereunder shall not cause it to become insolvent.

**9.1.5** There are no legal actions threatened or pending against WPAOG which would materially affect performance under this Agreement. WPAOG will notify USAA of any which develop during the term of this Agreement.

**9.1.6** WPAOG has all the requisite approvals, right and authority to use and provide the WPAOG Marks as contemplated herein.

**9.1.7** WPAOG will perform its obligations with reasonable skill, care, and diligence.

**9.1.8** WPAOG will perform its obligations in compliance with all applicable statutes and regulations.

**9.1.9** WPAOG will not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, any software or hardware contained in the website or the services of USAA or its Affiliates.

## **9.2 USAA Representations and Warranties.**

**9.2.1** USAA is a reciprocal interinsurance exchange in good standing, organized pursuant to the laws of the State of Texas.

**9.2.2** USAA has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

**9.2.3** USAA is not currently under any order either from a court or a state regulatory body prohibiting it from operating its Services in any state.

**9.2.4** USAA is solvent at the time of execution of this Agreement and performance of its obligations hereunder shall not cause it to become insolvent.

**9.2.5** There are no legal actions threatened or pending against USAA which would materially affect performance under this Agreement. USAA will notify WPAOG of any which develop during the term of this Agreement

**9.2.6** USAA has all the requisite approvals, right and authority to use and provide the USAA Marks as contemplated herein

**9.2.7** USAA will perform its services with reasonable skill, care and diligence.

**9.2.8** In providing such services, USAA will comply with all applicable statutes, regulations and industry codes of conduct and practice as mandated by any Regulatory Authority.

**9.2.9** USAA will not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, any software or hardware contained in the website or the services of USAA or its Affiliates.

## **ARTICLE 10: DEFENSE, INDEMNIFICATION AND INSURANCE**

**10.1 Notice.** In the event a claim by a third party is made against USAA or WPAOG or their respective Affiliates, officers, directors, members and employees (each an "Indemnified Party") directly relating to or arising out of:

**10.1.1** acts or omissions by or on behalf of the other Party (the "Indemnifying Party") pursuant to this Agreement;

**10.1.2** breach of a representation or warranty contained in this Agreement; or

**10.1.3** any other breach of this Agreement;

then the Indemnified Party shall give prompt notice in writing to the Indemnifying Party.

**10.2 Indemnification.** Upon receipt of notice specified above, the Indemnifying Party will fully indemnify, defend and hold the Indemnified Party harmless from all claims, damages, attorney fees, costs and the expenses associated with the defense of such claims.

**10.3 Cooperation.** The Indemnified Party shall fully cooperate with the Indemnifying Party in the defense of such claim at the Indemnifying Party's expense.

#### **ARTICLE 11: ASSIGNMENTS OR CHANGE IN CONTROL**

Neither Party may assign its rights or obligations under this Agreement or any Addendum without the prior written consent of the other Party; provided, however that nothing in this provision or this Agreement shall prohibit either Party from assigning its rights or obligations hereunder to an Affiliate, but such assignment shall not release the Party from its obligations under this Agreement or any Addendum. The Parties agree that a merger, consolidation or acquisition of a controlling interest in a party shall be deemed an assignment of this Agreement for purposes of this provision. The terms of this Agreement or any Addendum shall be binding upon and inure to the benefit of the authorized successors and assigns of the Parties hereto.

#### **ARTICLE 12: NO THIRD PARTY BENEFICIARY**

This Agreement is not intended to create any third party beneficiary rights in any Person, including any Member.

#### **ARTICLE 13: TAXES**

Each Party shall be responsible for payment of its own federal, state and local taxes applicable to the income generated to such Party under this Agreement and for its own sales or use tax liabilities.

#### **ARTICLE 14: PUBLICITY**

Neither Party shall use or imply the name, Marks or identity, of the other Party or its Affiliates, in any publicity matter without the prior, written consent of the other Party. All contact with the media concerning this Agreement must be approved in advance by the public relations department for both Parties and such approval will not be unreasonably withheld or delayed.

#### **ARTICLE 15: GOVERNING LAW**

This Agreement shall be interpreted and governed by the law of the State of Texas, without regard to conflict of law principles. If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

#### **ARTICLE 16: NOTICES**

All notices requested under this Agreement shall be deemed given upon receipt when mailed by certified mail, return receipt requested or by established overnight carrier (e.g., Federal Express, UPS) against a signed receipt. Notice shall be sent to:

United Services Automobile Association  
9800 Fredericksburg Rd., D-3-E  
San Antonio, Texas 78288

ATTN: Marc Hildebrand, Director  
Affinity Management & Development

With a copy to:

United Services Automobile Association  
9800 Fredericksburg Rd, B-SVC-E  
San Antonio, Texas 78288  
ATTN: Michelle Bosarge, Contract Advisor  
Affinity Management & Development

Notices to WPAOG shall be sent to:

Association of Graduates of the United States Military Academy  
698 Mills Road  
West Point, New York 10996  
ATTN: Patrick Harris, 845-446-1529

#### ARTICLE 17: FORCE MAJEURE

Neither Party shall be held responsible or liable under this Agreement due to strikes, lockouts, riots, fires, acts of God, or any other cause beyond such Party's reasonable control. This Article shall not relieve the Parties of their obligation to have commercially reasonable contingency plans in place to restore service and operations, to mitigate exposure and put in place other foreseeable protections. In the event that one Party has a force majeure event preventing them from performing under this Agreement for more than thirty (30) consecutive calendar days, the other Party to this Agreement may terminate this Agreement without default.

#### ARTICLE 18: DISPUTES

**18.1 Informal Dispute Resolution.** Without limiting any other remedy set forth in this Agreement, this Article shall govern any dispute between USAA and WPAOG arising from or related to the subject matter of this Agreement that is not resolved by agreement between their respective personnel responsible for day-to-day administration and performance of this Agreement ("Dispute"). If any of the provisions of this Article are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law. Other than a suit seeking injunctive relief with respect to intellectual property rights, the Party believing itself aggrieved (the "Invoking Party") will call for progressive management involvement in the dispute negotiation by giving written notice to the other Party in the manner set forth below prior to submitting any Dispute to mediation or arbitration. USAA and WPAOG will use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between their negotiators at the following successive management levels, each of which will have a period of allotted time as specified below in which to attempt to resolve the dispute.

USAA	WPAOG	Resolution Time
Contract Advisor, Corporate Negotiator, or Director, Company & Staff Agency Contracting	Director Business Operations	5 business days
Executive Director, Contracting or Assistant Vice President, Contracting	Senior Vice President & Chief Operating Officer	5 business days
Vice President, Procurement or Executive Vice President, Corporate Services	President & Chief Executive Officer	10 business days

The allotted time for the first-level negotiators will begin on the date of the Invoking Party's notice. If a resolution is not achieved by the negotiators at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level, if any, will begin immediately. If a resolution is not achieved by any of the preceding, then either Party may proceed in mediation. Notwithstanding the foregoing resolution procedure, an arbitration proceeding may be filed to avoid the expiration of a statute of limitation applicable to a particular claim pending resolution in the manner and order required by this Article 18.

## **18.2 Mediation.**

**18.2.1** A Party shall submit a Dispute to mediation by written notice to the other Party or Parties. The mediator shall be selected by the Parties. Any mediator must be acceptable to all Parties. If the Parties cannot agree on a mediator, a mediator shall be designated by the American Arbitration Association ("AAA") at the request of a Party. The Mediation Rules of the AAA shall be used at the mediation. The mediation shall take place in San Antonio, Bexar County,.

**18.2.2** The mediator shall conduct the mediation as he/she determines, with the agreement of the Parties. The Parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the Dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

**18.2.3** Each Party shall bear its own costs in the mediation. The Parties shall share equally the fees and expenses of the mediator.

**18.2.4** If the Parties have not resolved a Dispute within thirty (30) days after written notice beginning mediation (or a longer period, if the Parties agree to extend the mediation), the mediation shall terminate and the Dispute shall be settled by arbitration. In addition, if a Party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing Party may deem the mediation requirement to have been waived and may proceed with arbitration.

## **18.3 Arbitration.**

**18.3.1** The arbitration will be conducted in accordance with the procedures in this document and the AAA Rules for Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the Parties may agree. In the event of a conflict, the provisions of this document will control. The arbitration shall take place in San Antonio, Bexar County, Texas.

**18.3.2** The arbitration will be conducted before a panel of three arbitrators, two of whom are to be designated by the Parties from the AAA. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction.

**18.3.3** Nothing in this Article 18 shall prohibit or otherwise limit a Party's right to initiate litigation to enforce the Arbitration Panel's award as described herein, to obtain injunctive relief as permitted under the terms of this agreement and at law or in equity (including enforcement of any equitable remedies to preserve confidentiality or intellectual property rights), or preserve a superior position with respect to other creditors.

**18.3.4** Discovery shall be permitted in connection with the arbitration in accordance with the Federal Rules of Civil Procedure. The arbitrator(s) must give effect to legal privileges including the attorney-client privilege and the work-product immunity.

**18.3.5** All aspects of the arbitration shall be treated as confidential. The Parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules and the terms of this Agreement. Before making any such disclosure, a Party shall give written notice to all other Parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

**18.3.6** The result of the arbitration shall be binding on the Parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

**18.3.7** Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement or court order.

#### **ARTICLE 19: NO IMPLIED WAIVERS**

The failure of either Party to exercise any rights under this Agreement shall not constitute a waiver or forfeiture of such rights. Any consent by any Party to, or a waiver of, a breach by the other shall be in writing and shall not constitute consent to or waiver of any different or subsequent breach.

#### **ARTICLE 20: LEGAL STATUS/REGULATORY CHANGES**

WPAOG shall notify USAA, in writing, of any regulatory issues, arbitration, or litigation, pending or active, that may affect WPAOG's obligations under this Agreement or any Addendum, promptly upon learning of same, but in any event no later than thirty (30) days after WPAOG becomes aware of such matters.

#### **ARTICLE 21: COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall constitute an original.

#### **ARTICLE 22: ENTIRE AGREEMENT**

This Agreement, the attachment and Exhibits contain the entire agreement of the Parties on the subject matter covered by this Agreement. It shall not be modified, except by a written instrument, executed by both Parties, which specifically refers to this Agreement and expressly recites its purpose to modify the same. This Agreement supersedes any and all previous agreements related to the products or services identified herein, whether oral or written, between the Parties.

#### **ARTICLE 23: SEPARATE ENFORCEMENT OF PROJECT ADDENDUM**

WPAOG acknowledges that each Project Addendum executed by a USAA Entity incorporating some or all of the terms of this Agreement constitutes a separate agreement of the parties thereto. As such, breach or termination of any Addendum will only be a breach or termination of that particular Addendum unless otherwise specifically provided in any such Addendum.

#### **ARTICLE 24: OFFICERS AND DIRECTORS**

WPAOG acknowledges that this Agreement is an obligation of USAA, and agrees that no personal liability shall extend to any officer, director, member, agent or employee of USAA.

In witness whereof, the parties have executed this Agreement as of the Effective Date above.

UNITED SERVICES AUTOMOBILE  
ASSOCIATION

By: *Terri N. Koeller*  
 Name: *Terri N. Koeller*  
 Title: *AVP, Procurement*  
 Date: *Jan 12, 2011*

Association of Graduates of the United States  
Military Academy

By: *Robert L. McDermott*  
 Name: *Robert L. McDermott*  
 Title: *President & CEO*  
 Date: *7 Jan 2011*

**EXHIBIT A**  
**ELECTRONIC FUNDS TRANSFER PROCEDURES**

For any amounts owed by USAA to WPAOG under any Addendum, USAA may initiate Entries (hereinafter defined) to the WPAOG'S account specified on the attached EFT Implementation Form ("Account") in payment of obligations owed by USAA to WPAOG on the terms set forth below. "Entries" mean, an instruction sent by USAA to its originating bank to pay or to cause another bank to pay an unconditioned specified amount of money to WPAOG. WPAOG hereby authorizes USAA to initiate Entries for obligations owing to WPAOG from time to time. The financial institution specified on the EFT Implementation Form attached hereto is hereby authorized to credit and, if USAA notifies WPAOG in advance and WPAOG gives its consent, to debit adjustments to such Entries to the Account.

**Compliance with Rules.** WPAOG and USAA agree to comply with and be bound by the National Automated Clearing House Rules in effect from time to time.

**WPAOG'S Account.** The Account is the deposit account maintained by WPAOG and specified in the attached EFT Implementation Form. Any changes in the WPAOG'S deposit account should be communicated to USAA by completing a new EFT Implementation Form. Changes should be sent by facsimile to USAA Accounts Payable at 866-851-3640 or 866-282-9021.

USAA will normally be able to initiate Entries to the new account within thirty (30) days of receipt of notification.

**Failure or Delay of Payment.** USAA shall not be deemed to default of any applicable contractual relationship between the parties giving rise to an obligation of USAA to pay WPAOG (the "Business Agreement") or suffer any loss of discount or other penalty by reason of any delay in receipt by WPAOG'S financial institution, the non-receipt by such institution of any Entry initiated by USAA or failure or delay by the funds transfer system. However, any such failure, delay, or non-receipt does not extinguish USAA's obligation to pay WPAOG under the terms of the Business Agreement as soon as practicable after the failure, delay or non-receipt is discovered.

**No Default.** USAA shall not be deemed to be in default of the Business Agreement if any other means of payment (e.g. paper check or wire transfer) shall be made by USAA in accordance with the terms of the Business Agreement.

**Remittance Information.** For each Entry initiated, USAA shall communicate the information related to the payment ("Remittance Information") as specified in the attached EFT Implementation Form. WPAOG acknowledges that its receipt of Remittance Information, if communicated separately from the payment to which the Remittance Information relates, will not constitute a warranty by USAA that the funds transfer has been initiated or that any resulting payment order will be accepted by WPAOG'S financial institution on any date specified in the Remittance Information.

**Timeliness.** A payment from USAA to WPAOG shall be considered timely with respect to any due date determined in accordance with the Business Agreement if USAA initiates the Entry no later than such payment due date. However, if financial institutions are not open for business on such payment due date, USAA's payment shall be deemed timely if the Entry is initiated on the next day financial institutions are open for business.

**Partial Payments.** Notwithstanding any statement contained in any Remittance Information to the contrary, the completion of any funds transfer hereunder shall not constitute full satisfaction of USAA's obligations if the amount paid is less than that required by the underlying business obligation owed by USAA to WPAOG.

**Security Procedures.** Payment instructions and Remittance Information exchanged shall be solely used for the purpose intended under the terms of the Business Agreement and shall not be made available for any other purposes. Each Party shall employ reasonable security procedures to ensure that payment instructions,



Remittance Information, notices and other information specified herein that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete, and reasonably protected from access, use or modification by persons not specifically authorized to carry out the purposes of the Business Agreement.

Questions and Errors. In the event of any question or error relating to Entries initiated, WPAOG should contact the Accounts Payable hotline at (210) 498-2288.

**EFT Implementation Form**

This form is used to designate the WPAOG'S depository institution information and to identify how payment and remittance detail will be provided. Please complete the form (with signature) and fax it to USAA Accounts Payable at 866-851-3640 or 866-282-9021.

Payment and remittance detail will be sent to the WPAOG'S depository institution specified below in one of the following NACHA formats:

_____	CTX	_____	CCD
_____	CCP	<u>✓</u>	ACH

Depository Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

Transit Routing Number: 2 0 \_\_\_\_\_

Email address: \_\_\_\_\_  
(\*Email address will be used to notify your organization the date and amount of the deposit and how the payment should be applied to USAA's balance)

Name of WPAOG: Carl P. Moccia

By: [Signature]  
Signature of Authorized Representative

Date: 1/10/11



USAA CONTRACT CONTROL NUMBER: 0000000368-001

AMENDMENT #1 TO  
MASTER AFFINITY AGREEMENT

THIS AMENDMENT #1, entered as of May 1, 2013 modifies the MASTER AFFINITY AGREEMENT (the "Agreement"), effective January 7, 2011, USAA Contract Control Number 0000000368, by and between THE ASSOCIATION OF GRADUATES OF THE UNITED STATES MILITARY ACADEMY ("WPAOG") and UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA")(collectively, the "Parties").

The Parties wish to amend the Agreement to extend its term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 5.1 of Article 5, Term of Agreement, is hereby deleted in its entirety and replaced with the following:

**5.1 Initial Term.** The term of this Agreement shall commence on the Effective Date and shall be in effect until May 31, 2018, unless otherwise terminated pursuant to Article 6 of this Agreement ("Initial Term"). The Term of this Agreement will automatically be extended to coincide with the expiration date of any Addendum incorporating the terms of this Agreement and expiring after the date set forth in the preceding sentence.

2. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment #1 has been duly executed by authorized representatives of the Parties hereto.

UNITED SERVICES AUTOMOBILE  
ASSOCIATION

THE ASSOCIATION OF GRADUATES OF THE  
UNITED STATES MILITARY ACADEMY

By: 

By: 

Name: Aaron C. McCauley  
Contract Advisor  
Procurement Services

Name: Patrick Harris

Title: \_\_\_\_\_

Title: Director of Business Operations

Date: 4/5/13

Date: 4-1-13



## AMENDMENT 02 TO MASTER AFFINITY AGREEMENT

THIS AMENDMENT No. 02, entered as of June 1, 2018 modifies the MASTER AFFINITY AGREEMENT (the "Agreement"), dated January 07, 2011, USAA Contract Control Number 0000000368, by and between the ASSOCIATION OF GRADUATES OF THE UNITED STATES MILITARY ACADEMY ("WPOAG") and UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA") (each a "Party" and collectively, the "Parties").

The Parties desire to modify ARTICLE 5: TERM OF AGREEMENT to extend the Initial Term of the Agreement and its attached addenda.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The date set forth in Section 5.1, Initial Term, of **ARTICLE 5: TERM OF AGREEMENT** is hereby changed to **May 31, 2023**.
2. **ARTICLE 5: TERM OF AGREEMENT** is hereby modified to delete and replace section **5.2 Automatic Renewal of Initial Term** with the following.

**5.2 Renewal Term.** Following the Initial Term, this Agreement may be renewed upon mutual written agreement of the Parties.

3. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the Amendment 02 has been duly executed by authorized representatives of the Parties hereto.

**UNITED SERVICES AUTOMOBILE  
ASSOCIATION**

By: Michael Ramirez

Name: Michael Ramirez

Title: Supply Chain Manager

Date: 6/19/2018

**ASSOCIATION OF GRADUATES OF THE  
UNITED STATES MILITARY ACADEMY**

By: [Signature]

Name: DARWIN HAWES

Title: COO

Date: 6/15/2018



### AMENDMENT 03 TO MASTER AFFINITY AGREEMENT

THIS AMENDMENT, effective as of June 1, 2023 modifies the MASTER AFFINITY AGREEMENT, effective on January 7, 2011, USAA Contract Control Number 0000000368 now known as 64361.0, as subsequently amended (the "Agreement") by and between UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA") a reciprocal interinsurance exchange with offices located at 9800 Fredericksburg Road, San Antonio, TX 78288 and the ASSOCIATION OF GRADUATES OF THE UNITED STATES MILITARY ACADEMY ("WPAOG") a non-profit organization with offices located at 698 Mills Road, West Point, New York 10996. USAA and WPAOG are referred to individually as a "Party" and collectively the "Parties".

WHEREAS, the Parties wish to amend the Agreement as detailed herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **ARTICLE 5 Subsection, 5.1: Initial Term.** is hereby deleted and replaced with the following:

**5.1 Initial Term.** The term of this Agreement shall commence on the Effective Date and shall be in effect until May 31, 2028, unless otherwise terminated pursuant to Article 6 of this Agreement ("Term").

2. **ARTICLE 4: COMPENSATION** is hereby modified to add the following new Section 4.4:

**4.4 Invoicing.** If applicable, WPAOG will submit invoices, and all invoice related correspondence in .pdf, .doc, .xls, .tiff, .gif or .jpg format by email to [accountspayable@usaa.com](mailto:accountspayable@usaa.com) or by facsimile at 1 (888) 638-5527. Each separate invoice shall: (a) clearly identify the contract number to which it relates, in such manner as is required by USAA; (b) include sufficient detail for each line item to enable USAA to verify the calculation thereof; (c) include such other information as may be required by USAA as set forth in the applicable Order Addendum. Under no circumstances shall WPAOG submit a copy of an invoice to any other USAA contact unless the copy of the invoice is clearly and conspicuously marked "COPY – DO NOT PAY." WPAOG will utilize eSettlements for inquiring on invoice statuses. WPAOG will contact USAA Accounts Payable at [einvoicing@usaa.com](mailto:einvoicing@usaa.com) to obtain eSettlements access. All invoices must: (i) reference the USAA Contract Control Number; (ii) include a detailed description of the services performed or provided; (iii) include the performance period and dates. (iv) itemize applicable sales tax on the first page of the invoice and include the jurisdiction(s) to which the tax will be remitted. USAA reserves the right, in its discretion, to reject and return for correction, any invoice that: (1) does not include and/or accurately reflect the required information as set forth hereunder; (2) is sent directly to a USAA contact instead of following the instructions in this section; and/or (3) does not conform to USAA invoicing terms as specified in this section.

3. **ARTICLE 10: DEFENSE, INDEMNIFICATION, AND INSURANCE** is hereby modified to add the following new Section 10.4:

**10.4 Insurance.** WPAOG will maintain such commercial general liability, property damage, professional liability, employer's liability, and worker's compensation insurance as will protect WPAOG and USAA from claims of personal injury, death and property damages and from claims under applicable workers' compensation statutes. WPAOG agrees to provide USAA with a certificate of such insurance upon request. WPAOG shall provide copies of its policies upon request by USAA. USAA reserves the right, in its sole discretion, to terminate this Agreement if the insurance carried by WPAOG is insufficient for the scope of services.

4. **ARTICLE 24: OFFICERS AND DIRECTORS** is hereby modified to delete and replace **ARTICLE 24** with the following:



## **ARTICLE 24: RECIPROCAL INTERINSURANCE EXCHANGE**

WPAOG understands that United Services Automobile Association is a reciprocal interinsurance exchange, and as such, WPAOG agrees that no personal liability shall extend to any officer, director, member, agent or employee of United Services Automobile Association. WPAOG shall look solely to the assets of USAA for satisfaction of this Agreement.

USAA acknowledges that this Agreement is an obligation of WPAOG and agrees that no personal liability shall extend to and officers, director, member, agent or employee of WPAOG.

5. The Agreement is hereby modified to add **ARTICLE 25: OFAC COMPLIANCE** and shall read as follows:

WPAOG is and shall remain in compliance with any and all laws and regulations promulgated or issued, and as amended from time to time, by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), and any successor organization ("OFAC Regulations"). WPAOG, their owners and their personnel shall not provide any services to USAA in violation of such OFAC Regulations. WPAOG represents and warrants that no owner or subcontractors (including legal entities) that hold, directly or indirectly, a fifty percent (50%) or greater interest in WPAOG or subcontractors are blocked pursuant to any OFAC Regulations and/or appear on:

(A) OFAC's list of blocked persons pursuant to Executive Order or OFAC Regulations, as amended from time to time;

(B) OFAC's list of Specially Designated Nationals ("SDNs"), as amended from time to time; or

(C) Other lists of prohibited or blocked persons maintained by OFAC, as amended from time to time.

6. This Agreement is hereby modified to add **ARTICLE 26: ANTI-BRIBERY LAWS COMPLIANCE** and shall read as follows:

## **ARTICLE 26: ANTI-BRIBERY LAWS COMPLIANCE**

Anti-Bribery. WPAOG is aware of the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and other applicable anti-bribery Laws, and understands that USAA is committed to strict compliance with these Laws. WPAOG therefore makes the following representations, warranties and covenants in connection with this Agreement:

(A) Familiarity and Compliance with Anti-Bribery Laws. WPAOG is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), U.K. Bribery Act, Bank Bribery Act as well as any anti-bribery related Laws of any foreign or U.S. federal, state, or local government in which WPAOG is chartered, incorporated, licensed, resides or operates its business in the performance of its obligations under this Agreement (collectively, the "Anti-Bribery Laws"); that is now in compliance with the Anti-Bribery Laws, and will remain in compliance with such laws;

(B) No Improper Payments. That it will not, directly or indirectly, authorize offer, promise, or make payments of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts (including charitable contributions, political or charitable contributions), favors, services, and those entertainment and travel expenses that go beyond what is reasonable and customary and modest of value to a Government Official or other person, while knowing or having a reasonable belief that all or some portion of the actual or promised provision of value will be used for the purpose of obtaining, retaining, or directing business including: (a) influencing any act, decision or failure to act by a Government Official in his or her official capacity, (b) inducing any Government Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, (c) if such person's acceptance of such payment or benefit would itself constitute a violation of such person's duties or responsibilities, or (d) securing an improper advantage. WPAOG further represents and warrants that no part of payments it receives from USAA will be used for any purpose that could constitute a violation of any applicable Laws, including the Laws of the U.S., the FCPA, the U.K. Bribery Act, or Anti-Bribery Laws.

(C) Subsequently Identified Anti-Bribery Concerns. WPAOG agrees that should it learn or have reason to know of any payment or transfer (or any offer or promise to pay or transfer) that would violate the FCPA, other Laws of the United States, Anti-Bribery Laws, or the Laws of the countries in which this Agreement is made or applies, it shall immediately disclose it to USAA. The Parties will meet promptly, as appropriate, in light of a potential Anti-Bribery concern being identified, discovered, or disclosed. If, after consultation by all Parties to the Agreement, such Anti-Bribery concern cannot be resolved in the good faith and reasonable judgement of USAA, then USAA, on written notice to WPAOG, may withdraw from or terminate this agreement.

(D) Disclosure. The terms of this Agreement and information about WPAOG performance thereunder may be disclosed to the United States government and/or applicable non-U.S. government, and any other relevant government agencies, if deemed appropriate by USAA.

(E) Termination for Cause. Notwithstanding any other provisions to the contrary, USAA may withhold payments under this Agreement and/or suspend or terminate this Agreement, without limiting any other right, without liability and without notice or at any time upon learning information giving it a reasonable belief that WPAOG may have violated, or may have caused USAA to violate, any applicable Anti-Bribery Law, including the FCPA. In the event of a termination under this provision, all representations and warranties will survive the termination.

Upon request, WPAOG shall certify to USAA by having a duly authorized officer execute an Anti-Bribery Compliance Certification, the form of which is attached hereto as the Anti-Bribery Laws Compliance Certification Exhibit, and cause such fully executed certificate to be delivered to the designated USAA Representative.

7. This Agreement is hereby modified to add **ARTICLE 27: BUSINESS CONDUCT** and shall read as follows:

WPAOG and their representatives acknowledge, understand and agree to follow the USAA Third-Party Code of Conduct

([https://content.usaa.com/mcontent/static\\_assets/Media/USAA\\_Supplier\\_Code.pdf?cacheid=2088176133](https://content.usaa.com/mcontent/static_assets/Media/USAA_Supplier_Code.pdf?cacheid=2088176133) p). WPAOG and their representatives shall not engage in behavior that may create a conflict of interest or the appearance of a conflict of interest with USAA, including recommending any third party products or services in which WPAOG, their affiliates or employees have an interest, financial or otherwise. WPAOG shall not offer any gifts, favors, entertainment or other forms of non-contractual consideration to USAA and/or its employees. WPAOG shall direct questions and report misconduct involving conflicts of interest, the offer or acceptance of gifts, favors, entertainment and other forms of non-contractual consideration, or suspected fraud internal to USAA to USAA's Ethics Program Coordinator or the USAA Ethics Helpline at 1-855-208-8583.

8. This Agreement is hereby modified to add **ARTICLE 28: COOPERATION WITH REGULATORY AUTHORITIES** and shall read as follows:

The benefits received by USAA under this Agreement are subject to review by any Regulator with jurisdiction over USAA and/or its Affiliates, including the Office of Comptroller of the Currency ("OCC"), the Consumer Financial Protection Bureau ("CFPB"), the Federal Reserve Board ("FRB"), and the Federal Deposit Insurance Corporation ("FDIC"). WPAOG agrees to cooperate fully with respect to such examination and oversight. WPAOG shall provide USAA prompt written notice of any enforcement or other regulatory actions imposed on WPAOG or its personnel related to any benefits provided under this Agreement.

9. This Agreement is hereby modified to add **ARTICLE 29: AUDIT** and shall read as follows:

If applicable, WPAOG shall ensure it maintains Auditable Records supporting WPAOG invoices. "Auditable Records" means data, information, documents, records (electronic or physical) which are the basis for any fees, expenses or other charges to USAA. Such records shall be maintained for a period of seven (7) years from the date benefits are received. All Auditable Records that may assist in the audit process will be available for audit by USAA or its agents during normal business hours. WPAOG shall



provide the necessary assistance and cooperation requested by USAA and its agents with respect to any such audit.

10. This Agreement is hereby modified to add **EXHIBIT B, ANTI-BRIBERY LAWS COMPLIANCE CERTIFICATION** attached herein.

11. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by authorized representatives of the Parties hereto.

UNITED SERVICES AUTOMOBILE ASSOCIATION

By: 

Name: Terrell Hester

Title: Sourcing and Procurement Manager

ASSOCIATION OF GRADUATES OF THE UNITED STATES MILITARY ACADEMY

By: 

Name: Patrick O. Ortland

Title: Chief Operating Officer



## EXHIBIT B

### Anti-Bribery Laws Compliance Certification

WPAOG certifies the following:

**General Compliance with Laws.** The Agreement is contingent upon compliance with all applicable U.S. and foreign anti-bribery laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act, Bank Bribery Act, as well as such U.S. federal and state Laws and Laws of any foreign countries in which WPAOG are chartered, incorporated, licensed, resides, or operates its business (collectively, the "Anti-Bribery Laws"). "Government Official" shall mean a "government official" as defined under the Anti-Bribery Laws. In this respect, the term "government official" means (a) any officer or employee of any domestic or foreign government, or any department, agency, or entity of any government, including any company or enterprise that is owned or controlled in whole or in part by any government, (b) a candidate for public office or an officer or employee of any political party, (c) an officer or employee of a public international organization (such as the World Bank or the International Monetary Fund), or (d) any person acting in an official capacity on behalf of any government, political party, or public international organization. A Government Official may be an elected or appointed official, employee, representative, or agent of a government or department, agency, or entity of a government. Individuals included range from senior officials to low level employees of the executive, legislative, administrative, military, or judicial branch of a national, regional, state, provincial, or local government.

**Representation and Warranties.** WPAOG represents and warrants that in connection with execution of this Agreement:

- a) WPAOG is familiar with the requirements of the Anti-Bribery Laws;
- b) All activities of WPAOG will be conducted in accordance with the Anti-Bribery Laws;
- c) To the best of WPAOG's knowledge, WPAOG has not directly or indirectly offered or given anything of value to a Government Official.
- d) To the best of WPAOG's knowledge, WPAOG has not directly or indirectly offered or given anything of value to any other person, while knowing or having a reasonable belief that all or some portion of the actual or promised provision of value will be provided to a Government Official.
- e) To the best of WPAOG's knowledge, WPAOG has not violated, or caused USAA to violate, the FCPA or any other applicable Anti-Bribery Law in connection with its work on behalf of USAA.
- f) To the best of WPAOG's knowledge, WPAOG has not offered or paid anything of value to any person for purposes of inducing a person to perform a relevant activity improperly, as defined in the UK Bribery Act.
- g) To the best of WPAOG's knowledge, WPAOG does not know or have reason to believe that any of its employees, or consultant, agent, intermediary, or other person retained by WPAOG in connection with its work on behalf of USAA has violated, nor cause USAA to violate the FCPA or any other applicable Anti-Bribery Law.
- h) WPAOG will continue to abide by the FCPA or any other applicable Anti-Bribery Law as if it was subject to it.
- i) WPAOG will immediately advise USAA if it learns of or has reason to know of any violations of the FCPA or any other applicable Anti-Bribery Law in connection with Services it provides to USAA.
- j) WPAOG understands that false certification is grounds for USAA to withhold payment and immediately terminate existing business agreement between WPAOG and USAA.
- k) WPAOG agrees to promptly notify USAA, if WPAOG is aware, if any of these certifications becomes false during the course of the business relationship between WPAOG and USAA.
- l) WPAOG understands that any information indicating that this certification is false or that WPAOG has otherwise breached the Agreement with USAA may be shared by USAA to the U.S. Department of Justice, other agencies of the U.S. government, or regulators of USAA.

**Maintaining Books and Records.** In connection with execution of this Agreement, WPAOG will maintain written books and records in accordance with Generally Accepted Accounting Principles (GAAP). Records will be maintained of all expenditures made by or on behalf of WPAOG that clearly and accurately identify the persons or entities that receive payments. Upon reasonable suspicion of a breach of this term, USAA may annually audit the books and records related to the execution of this Agreement of WPAOG to ensure WPAOG compliance with the representation and warranties under the Anti-Bribery Laws.

**Authority to Bind.** The undersigned hereby certifies he/she has authority to enter into and bind WPAOG to all the terms and conditions of this Agreement, including the foregoing certification. This certification and the representation/warranties made herein shall continue for the term of any agreements between WPAOG and USAA.

By: \_\_\_\_\_  
Signature of WPAOG Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_



## **AMENDED AND RESTATED ADDENDUM #1 TO AFFINITY AGREEMENT ENDORSEMENT PROGRAM**

This Amended and Restated Addendum #1 ("Addendum #1"), made as of the 1<sup>st</sup> day of June, 2018 ("Effective Date"), hereby amends, restates, and supersedes the previous Addendum #1 to Affinity Agreement Endorsement Program, made as of the 7<sup>th</sup> day of January, 2011, by and between UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA") and THE ASSOCIATION OF GRADUATES OF THE UNITED STATES MILITARY ACADEMY ("WPAOG") is part of and incorporates all of the terms and conditions of the AFFINITY AGREEMENT (the "Agreement"), dated January 7, 2011, USAA Contract Control Number 0000000368, as subsequently amended, by and between WPAOG and USAA (each a "Party" and collectively the "Parties.") Terms not defined herein shall have the same meaning assigned under the Agreement.

WHEREAS the parties wish to amend and restate Addendum #1 to renew and reestablish a mutually beneficial affinity cobranded marketing Program.

USAA and its Affiliates are engaged in the business of providing financial products and services to, primarily, members of the U.S. military and their families; and

WPAOG desires to offer and endorse certain financial products and services to Members through a business arrangement; and

WPAOG also have certain media space or events available for general marketing activities and desire to provide such space or opportunities to USAA; and

The Parties intend that USAA have exclusive access to approved WPAOG Marks, and exclusive use of WPAOG marketing assets for the Program; and

The Parties intend that USAA have, through a sublicense of WPAOG's agreement with Army Athletic Association ("AAA"), exclusive access to certain approved non-WPAOG owned Marks for use in developing and marketing the Program, and non-exclusive use of AAA marketing assets; and

Now, therefore, in consideration of the mutual agreements, terms and covenants in this Addendum #1 and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, USAA and WPAOG each agree as follows:

### **DEFINITIONS**

**"AAA Marks"** means any of the United States Military Academy's distinctive trade names, logos, trademarks, service marks, product identifications, artwork, imagery, pictures and other symbols and devices associated with AAA that have been or may hereafter be created or developed and relate to AAA.

**"AAA Member"** means an individual who is a member, prospect, supporter, donor, or who is otherwise affiliated with AAA but not otherwise listed by WPAOG as a member.

**"AAA Member List"** means a list containing the names, residential addresses, phone numbers, e-mail addresses and other available information of AAA Members.

**"Account Assets"** means the Cards, Accounts, Account Receivables (and the proceeds thereof), personal information related to a Cardholder, and lists of Cardholders.

**"Affinity Data"** means data submitted by WPAOG to USAA during the Term, including the Content and the Marks.





**"Addendum #1"** or "Addendum" means this Addendum #1.

**"Card"** means a credit or payment card issued by USAA or its Affiliates under the Program and made available to a Product Holder which is branded with approved WPAOG or Academy Marks and/or Content. The Card may be a MasterCard, Visa or American Express card as USAA shall determine in its discretion.

**"Cardholder"** means an Applicant in whose name an Account is established, including a joint accountholder or guarantor or authorized user thereof.

**"Data Merge"** means the process by which USAA's third party data analytics provider determines the size of the WPAOG Member List.

**"Effective Date"** means the date first set forth above.

**"Intellectual Property Rights"** means copyright, design rights, rights in databases, moral rights, trade marks, service marks, trade and business names, patents, rights in inventions and other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world. WPAOG and AAA will secure approval from the United States Military Academy Licensing Director for the use of any intellectual property owned or controlled by the Department of the Army or United States Military Academy on merchandise or materials which promote the Program.

**"Marketing Access Fee"** means the payment by USAA to WPAOG the annual Marketing Access Fee set forth in Article 2, Compensation.

**"Member"** means an individual who is a member, prospect, supporter, donor, or who is otherwise affiliated with WPAOG. Unless otherwise specified, Member shall refer to WPAOG Members and AAA Members collectively.

**"Member List"** means a list containing the names, residential addresses, phone numbers, e-mail addresses and other available information of Members.

**"Personnel"** means the officers, directors, and employees of the relevant party.

**"Privacy Rules"** means Title V of the Gramm-Leach Bliley Act 1999 and its implementing regulations applicable to national banks, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information and state laws regarding the privacy and security of consumers' personal information.

**"Product"** means an account opened by an individual pursuant to USAA's processes for establishing any USAA product or service.

**"Product Holder"** means an individual in whose name a USAA product or service is established, including a joint accountholder or guarantor or authorized user thereof.

**"Program"** means the affinity marketing program between USAA and WPAOG offered pursuant to this Addendum #1.

**"Program Materials"** means any marketing material, application forms, solicitation materials, telemarketing scripts, or other materials related to the Program.

**"Quarter"** means each calendar quarter ending on 31 March, 30 June, 30 September and 31 December in each year.

**"Relevant Authority"** means any agency or other governmental authority having authority to regulate USAA and its Affiliates.



"Term" means any Initial Term or any Extended Term, as further set forth in the Agreement.

## ARTICLE 1: SCOPE OF ENDORSEMENT

**1.1 Scope.** WPAOG agrees to exclusively endorse the list of USAA products in **Exhibit A** ("Covered Products") to Members and AAA Members and to license its Marks and the Academy Marks as defined in the Agreement to USAA for various marketing and product purposes, including the ability for USAA to incorporate WPAOG's or AAA's emblem in or with products or services offered by USAA to Members and AAA Members, including but not limited to credit and payment cards.

**1.2 References to USAA.** For purposes of this Addendum #1 all references to USAA shall be understood to mean USAA or its Affiliates.

**1.3 Exclusive Endorsement.** WPAOG shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, endorse, offer, advertise, aid, or market the products and services of any third party that competes with the Covered Products; (ii) license or allow others to license the WPAOG Marks (as defined in the Agreement) in relation to or for promoting any products and services that compete with the Covered Products; or (iii) sell, rent, or otherwise make available or allow others to sell, rent or otherwise make available any of its Member (as defined in the Agreement) lists or information about any current or potential Members in relation to or for promoting any Covered Products of any entity other USAA.

## ARTICLE 2: COMPENSATION

**2.1 Marketing Access Fee.** USAA shall pay WPAOG a fee of three hundred fifty thousand dollars (\$350,000.00) on or about each date set forth in the attached Exhibit B, Payment Schedule ("Marketing Access Fee").

**2.2 Changes.** In the event the scope of WPAOG's endorsement or marketing channels change materially from that as of the Effective Date of this Addendum #1, then the Parties will evaluate the impact to the overall relationship and may negotiate an equitable adjustment to the Marketing Access Fee.

**2.3 Member List.** WPAOG shall provide USAA with an updated Member List at least four (4) times per year. The Member List will be accessed for various marketing purposes, including but not limited to marketing mix optimization, data analytics, and comparison against other lists to reduce duplicate marketing messages delivered to an individual. WPAOG shall use its best efforts to provide as complete a list as possible of all Members and AAA Members, which shall consist of a minimum of one hundred thousand (100,000) aggregate unique marketable Members. All Member Lists shall be provided to USAA by WPAOG at no additional cost to USAA. In the event the Member List provided by WPAOG to USAA shall fall below one hundred thousand (100,000), all remaining payments described in Section 2.1 shall be calculated by multiplying the amount of the Marketing Access Fee by a fraction, the numerator of which is the actual number of names delivered and the denominator of which is one hundred thousand (100,000).

## ARTICLE 3: PROGRAM MARKETING

**Marketing Benefits.** In consideration of the Marketing Access Fee, WPAOG shall provide, at a minimum, the following Marketing Benefits:

**3.1 Direct Marketing.** Upon request by USAA, WPAOG shall provide a complete list of contact information from WPAOG constituent database (excluding those who have opted out of receiving commercial messages) and grant use of WPAOG Marks up to five (5) times annually for direct mail and up to eight (8) times annually for email, which may include up to ten (10) message versions within each use, for the purpose of marketing Covered Products of USAA and its Affiliates. Additional segmented marketing pieces to selected groups may be considered for approval by WPAOG; these will number up to four (4) messages per year.

**3.1.1** Direct mail or email will originate from USAA, not WPAOG.

**USAA CONFIDENTIAL**

Confidential





**3.1.2** Some of the direct mail marketing pieces may include a signature from the President and CEO of WPAOG to signify endorsement.

**3.2 Social and Interactive Media.** WPAOG will provide USAA with access to its social media channels for the purpose of creating new messaging for WPAOG members on a schedule agreed between the Parties as to timing and frequency, and will also promote, repost, or amplify USAA content when channels are available and appropriate as agreed between the Parties. USAA will have access to the full range of WPAOG's social media channels, but the placement of each message within a particular channel will be subject to the mutual agreement of the Parties and according to USAA's social media strategic priorities.

**3.3 Third Party Marketing Channels.** USAA may, at its own expense, utilize third party marketing channels, including but not limited to targeted digital, paid search, paid social, and out-of-home to deliver advertisements to Members and Prospects. Creative will be approved as set forth herein, and placement or distribution of ads will be executed according to USAA's marketing and media strategies and any predetermined criteria for ad delivery.

**3.4 Magazine.** *[Note: consider unavailability of Assembly magazine assets in renewal term]*

**3.4.2 TAPS supplement to Assembly Magazine.** WPAOG will provide USAA a full-page, four-color advertisement on the inside front cover (cover 2) of each issue.

**3.4.3 West Point Magazine.**

(A) WPAOG will provide USAA up to two (2) full-page, four-color advertisements in each issue, one of which will be in cover 2 position.

(B) An opportunity for USAA to produce a cover wrap or tip-on for the magazine for at least one issue annually; and a second issue contingent upon the absence of a magazine sponsor. Such opportunities will be provided at no additional fee to USAA. Cover wrap or tip-on produced by USAA will include the magazine's standard trade dress as part of the design.

(C) Six (6) complimentary subscriptions to *West Point Magazine*.

**3.5 Websites.** WPAOG shall provide USAA prominent placement in the following two websites. Placement may include USAA logo and /or textual reference.

**3.5.1** Primary website ([www.westpointaog.org](http://www.westpointaog.org)). WPAOG shall provide prominent advertising space on its website, within the rotating banner on its home page, and prominently displayed at the top of each of its major web pages, and shall provide links to [usaa.com](http://usaa.com) and supporting product pages. Mobile displays will be addressed as agreed by the Parties.

**3.5.2** Gift Shop website ([www.westpointgiftstore.com](http://www.westpointgiftstore.com)). WPAOG shall provide USAA placement on the homepage of the WPAOG Gift Shop website.

**3.6 e-Newsletter.** WPAOG shall provide USAA placement in the right column (WPAOG Sponsors) of each issue of First Call.

**3.7 Events.** WPAOG shall provide USAA access to meeting space at no additional cost for the annual USAA loan events. WPAOG shall also provide USAA access and recognition at WPAOG events, the timing and frequency of which will be coordinated by the Parties.

**3.8 AAA Assets.** WPAOG, through its agreement with AAA, shall ensure that USAA has access to certain marketing assets provided by AAA. The assets shall include a link on the AAA website at [goarmysports.com](http://goarmysports.com), or any successor site, which will contain a hyperlink for Army athletic fans to access the product landing pages on [usaa.com](http://usaa.com) containing the Card application and other information about the Card. To the maximum extent possible,



the Program will be promoted at all sporting events, to include a non-exclusive arrangement for table space at all home football games. Table space will be made available for USB presence to promote the Program, which may or may not include distribution of Card applications. Program marketing materials will be included in packages mailed from the Athletic Department Gift Shop, or any successor shop, football ticket renewal notices, and seasonal football ticket mailings.

**3.9 Other Marketing Channels or Opportunities.** USAA will have access to additional WPAOG and AAA channels or opportunities for the purpose of promoting the Program as may be approved by WPAOG. WPAOG will use reasonable efforts to approve use of additional channels or opportunities for the purpose of promoting the Program, taking into account available marketing resources and commitments to other benefit programs.

#### ARTICLE 4: GENERAL TERMS AND CONDITIONS

**4.1 Approval of Marketing Channel and Content.** The channel and content of such marketing shall be mutually agreed to by the Parties, provided, however, that USAA shall have the final approval of any language that needs to be included or removed based on its decision that such language is needed to be include or removed to comply with statutory and regulatory requirements.

**4.2 Marketing Expense.** Creative for marketing of Covered Products and direct mail for Covered Products will be at USAA's expense.

**4.3 Sublicense of Academy Marks.** WPAOG, through its agreement with AAA, will ensure that USAA has, subject to WPAOG approval, the authority to use Academy Marks in marketing materials on a non-exclusive, nontransferable, non-assignable license basis during the term of this Addendum #1; provided that, USAA and its Affiliates shall not use the Academy Marks in any manner inconsistent with the terms of this Addendum #1 without the prior written consent of WPAOG. Upon the termination or expiration of this Addendum #1, USAA and its Affiliates shall discontinue the use of such Academy Marks.

**4.4 Applications and Underwriting.** USAA will provide the capabilities necessary to establish product or service relationships with individual Members. USAA shall have the exclusive right to determine whether to establish or not establish a product or service with any individual and shall be solely responsible for determining any and all requirements and criteria for establishing such product or service. WPAOG acknowledges that USAA products and services are subject to certain eligibility restrictions and that some Members may not be eligible for all USAA products and services, and that products or services offered to individuals within certain eligibility classifications may have different rates, benefits, or features than products or services established with individuals who meet eligibility criteria.

**4.5 Account Management.** USAA shall provide all services related to products or services established with Product Holders under this program and shall have the exclusive right to make any and all account-related decisions, including but not limited to (a) assigning or determining credit limits, cash advance limits or other limits related to each product or service; (b) issuing or re-issuing products or services, (c) authorizing or declining transactions; (d) settling transactions and billing Product Holders; (e) receiving and processing payments from Product Holders; (f) providing customer service on products or services; (g) handling Product Holder disputes related to the products or services or resulting transactions; (h) terminating, blocking or suspending charge privileges on a product or service; (i) closing a product or service; (j) handling fraud claims; (k) record retention; and (l) any other functions related to products or services. USAA may subcontract such services to a third party, provided that any such subcontracting shall not relieve USAA of its duties or obligations under the Agreement or this Addendum. USAA shall underwrite, establish, maintain, and service all products or services in accordance with USAA's underwriting, credit, and eligibility criteria, policies, and procedures and any relevant agreements with individual Product Holders, as the same may be amended from time to time at USAA's sole discretion, but at all times in accordance with all applicable laws and regulations. WPAOG acknowledges and agrees that USAA shall have sole ownership and accountability for rights, assets, benefits, duties, and obligations with individual Product Holders and that WPAOG shall not have any rights or obligations whatsoever in relation to the product or service relationship between USAA and a Product Holder. WPAOG shall refer all inquiries and incoming correspondence from Product Holders to USAA.



**ARTICLE 5: TERM**

**5.1 Term.** This Addendum #1 shall commence on the Effective Date and expire upon the end of the Initial Term or the Extended Term, unless terminated in accordance with the Agreement.

**5.2 Termination Obligations.** Upon the termination or expiration of this Addendum #1:

**5.2.1** WPAOG acknowledges and agrees that USAA shall continue to own the right, title and interest in and to all account established by USAA for Members as a result of this Addendum #1; and

**5.2.2** In the event USAA offers a co-branded account (e.g. credit or debit card), USAA shall:

- (i) notify each accountholder that the USAA is no longer associated with WPAOG. Such notice will be delivered in a format and manner consistent with industry practice in use at the time of the notice; and
- (ii) within one hundred-eighty (180) days of the termination of the Addendum #1,
- (iii) USAA will discontinue use of WPAOG Marks or Content in any marketing materials related to the Program; and
- (iv) USAA will cease to use WPAOG Marks or Content on any USAA Authorized Materials; and
- (v) Upon the expiration date of a co-branded product, USAA will reissue a replacement product that does not bear WPAOG's Marks or Content if USAA determines to continue the related account at that time.

**5.2.3** WPAOG shall immediately:

- (i) cease to promote the Program; and
- (ii) cease to use any Program Materials; and
- (iii) Return or destroy any unused Program Materials in accordance with **Section 7.5** of the Agreement.

IN WITNESS WHEREOF, this Amended and Restated Addendum #1 has been duly executed by authorized representatives of the Parties hereto.

**UNITED SERVICES AUTOMOBILE  
ASSOCIATION**

By: Michael Ramirez

Name: Michael Ramirez

Title: Supply Chain Manager

Date: 6/19/2018

**THE ASSOCIATION OF GRADUATES OF  
THE UNITED STATES MILITARY  
ACADEMY**

By: Darwin Hines

Name: DARWIN HINES

Title: COO

Date: 6/15/2018





USAA CONTRACT CONTROL NUMBER: 0000000372-03

## **Exhibit A**

### **USAA Covered Products**

1. **All Property & Casualty Insurance Products**
2. **All Banking Products, including but not limited to Credit and Payment Cards, Primary Banking Products, Mortgages, and Loans**
3. **All Life Insurance Products**
4. **All Investments / Financial Planning Products**



**Exhibit B**

**Payment Schedule**

<b>Date</b>	<b>Payment</b>
June 1, 2018	\$350,000.00
January 1, 2019	\$350,000.00
June 1, 2019	\$350,000.00
January 1, 2020	\$350,000.00
June 1, 2020	\$350,000.00
January 1, 2021	\$350,000.00
June 1, 2021	\$350,000.00
January 1, 2022	\$350,000.00
June 1, 2022	\$350,000.00
January 1, 2023	\$350,000.00



USAA CONTRACT CONTROL NUMBER: 64424.1  
INVOICE AGREEMENT NUMBER: 0000000372

**AMENDMENT 01 TO AMENDED AND RESTATED ADDENDUM #1  
TO AFFINITY AGREEMENT ENDORSEMENT PROGRAM**

THIS AMENDMENT 01, entered as of June 1, 2023 modifies the AMENDED AND RESTATED ADDENDUM #1 TO AFFINITY AGREEMENT ENDORSEMENT PROGRAM ("Addendum 01"), effective on June 1, 2018, USAA Contract Control Number 0000000372, now known as 64424.0 by and between THE ASSOCIATION OF GRADUATES OF THE UNITED STATES MILITARY ACADEMY ("WPAOG") and UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA"), each a "Party" and collectively the "Parties".

WHEREAS, the Parties now wish to extend the Term of this Addendum 01; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **ARTICLE 1, Section 1.1, Scope** is hereby deleted and replaced with the following:

**1.1 Scope.** WPAOG agrees to exclusively endorse the list of USAA products in **Exhibit A** ("Covered Products") to Members and AAA Members and to license its Marks and the Academy Marks as defined in the Agreement to USAA for various marketing and product purposes, including the ability for USAA to incorporate WPAOG's or AAA's emblem in or with products or services offered by USAA to Members and AAA Members, including but not limited to credit and payment cards. In addition to the Covered Products, USAA shall have the ability to market investment and financial planning products on a non-exclusive basis.

2. **ARTICLE 3, Section 3.1, Direct Marketing**, is hereby deleted and replaced the following:

**3.1 Direct Marketing.** Upon request by USAA, WPAOG shall provide a complete list of contact information from WPAOG constituent database (excluding those who have opted out of receiving commercial messages) and grant use of WPAOG Marks up to four (4) times annually for direct mail and up to four (4) times annually for email, which may include up to ten (10) message versions within each use, for the purpose of marketing Covered Products of USAA and its Affiliates. Additional segmented marketing pieces to selected groups may be considered for approval by WPAOG; these will number up to four (4) messages per year.

**3.1.1** Direct mail or email will originate from USAA, not WPAOG.

**3.1.2** Some of the direct mail marketing pieces may include a signature from the President and CEO of WPAOG to signify endorsement.

3. **ARTICLE 3, Section 3.8, AAA Assets**, is hereby deleted.

4. **ARTICLE 5, Section 5.1 Term**, is hereby deleted and replaced with the following:

**5.1 Term.** This Addendum 01 shall commence on the Effective Date and will expire May 31, 2028 unless terminated in accordance with the Agreement.

5. **EXHIBIT A, Covered Products**, is hereby deleted and replaced with the attached EXHIBIT A.

6. **EXHIBIT B, Payment Schedule**, is hereby deleted and replaced with the attached EXHIBIT B.

7. Except as provided herein, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment 01 has been duly executed by authorized representatives of the Parties hereto.

UNITED SERVICES AUTOMOBILE ASSOCIATION

By: 

Name: Terrell Hester

Title: Sourcing and Procurement Manager

THE ASSOCIATION OF GRADUATES OF THE  
UNITED STATES MILITARY ACADEMY

By: 

Name: Patrick O. Ortland

Title: Chief Operating Officer

## **Exhibit A**

### **USAA Covered Products**

- 1. All Property & Casualty Insurance Products**
- 2. All Banking Products, including but not limited to Credit and Payment Cards, Primary Banking Products, Mortgages, and Loans**
- 3. All Life Insurance Products, including Health Insurance**

## Exhibit B

### Payment Schedule

Date	Payment
June 1, 2023	\$350,000.00
January 1, 2024	\$350,000.00
June 1, 2024	\$350,000.00
January 1, 2025	\$350,000.00
June 1, 2025	\$350,000.00
January 1, 2026	\$350,000.00
June 1, 2026	\$350,000.00
January 1, 2027	\$350,000.00
June 1, 2027	\$350,000.00
January 1, 2028	\$350,000.00