



MASTER AFFINITY AGREEMENT

This Master Affinity Agreement is made as of the 1st day of March, 2014 ("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 UNITED STATES NAVAL ACADEMY ALUMNI ASSOCIATION, INC. (the "ALUMNI ASSOCIATION"), a non-profit corporation, with headquarters located at 247 King George Street, Annapolis, MD 21402 and the NAVAL ACADEMY ATHLETIC ASSOCIATION (the "NAAA"), a Maryland non-profit unincorporated association with headquarters at 566 Brownson Road, Annapolis, MD 21402 (collectively, "NAVY ENTITIES") (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 and former members of the U.S. military and their families; and

NAVY ENTITIES desire to offer certain endorsed financial products and services to their Members (hereinafter defined); and

NAVY ENTITIES also have certain media space available for general marketing activities and desires to provide such space to USAA;

USAA desires to offer such endorsed products and services to Members in accordance with the terms and conditions contained in this Agreement and Addendum 01 (Endorsement Program) and Addendum 02 (Affinity Card Program), the "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 NAVY ENTITIES 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, donor, supporter, or otherwise affiliated with the NAVY ENTITIES.

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 between USAA and one or more of the NAVY ENTITIES.

ARTICLE 3: RELATIONSHIP MANAGER

Each Party will designate and provide business relationship manager(s) (“Relationship Managers”) to manage the day-to-day relationship and handle problem resolution between NAVY ENTITIES 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 NAVY ENTITIES in accordance with the fees and payment terms specified in the Associated Addenda.

4.2 Payment. All fees shall be due by USAA as specified in the Associated Addenda and paid using electronic funds transfer (“EFT”) in accordance with Exhibit A, and shall be paid by USAA or an Affiliate to the accounts specified. The ALUMNI ASSOCIATION shall establish a separate depository account for receipt of payments under this Agreement, as well as electronic funds transfer procedures, EFT implementation procedures, and affinity set up procedures that are consistent with the ALUMNI ASSOCIATION’s depository account restraints and with Exhibit A, Schedule 1.1, and Exhibit B hereto. Payments made by USAA under Addendum 01, the Endorsement Program, shall be paid into the ALUMNI ASSOCIATION’s depository account established in its own name.

4.3 Disputes. If either Party disputes any fee or other charge, USAA and NAVY ENTITIES will use diligent 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 February 28, 2021, 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 one-year periods under the same terms and conditions (each an “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 or any Extended 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 NAVY ENTITIES or its products and services in any communications; nor shall NAVY ENTITIES 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 NAVY ENTITIES, 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 Data Transmission. NAVY ENTITIES shall transmit Member lists to a designated third party mailhouse/data company engaged by USAA, currently Acxiom, using hard drive encryption software such as PGP Desktop Professional or a secure FTP. If the third party mailhouse/data company changes, USAA will notify NAVY ENTITIES. USAA assumes cost and responsibility of third party mail and data activities.

7.6 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 which shall include Member Lists. 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 NAVY ENTITIES in marketing the Program on a non-exclusive, nontransferable, non-assignable license basis during the term of this Agreement. NAVY ENTITIES shall not use the USAA Marks in any manner without USAA's prior written consent. All uses by NAVY ENTITIES 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, NAVY ENTITIES 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 NAVY ENTITIES Marks. NAVY ENTITIES 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 NAVY ENTITIES' products or services (collectively referred to herein as "NAVY ENTITIES Marks," collectively with USAA Marks, the "Marks") that have been or may hereafter be created or developed by NAVY ENTITIES. USAA and its Affiliates shall have limited authority to use NAVY ENTITIES Marks in support of the cobranded affinity marketing program established by this Agreement and Associated Addenda on a non-exclusive, nontransferable, non-assignable license basis during the term of this Agreement. USAA shall not use the NAVY ENTITIES Marks in any manner inconsistent with the terms of this Agreement. All uses by USAA of the NAVY ENTITIES Marks shall inure solely to the benefit of NAVY ENTITIES. Upon the termination or expiration of this Agreement, USAA and its Affiliates shall immediately discontinue the use of such NAVY ENTITIES Marks and promptly destroy or return to NAVY ENTITIES any tangible materials bearing such NAVY ENTITIES 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 NAVY ENTITIES nor USAA shall use marketing materials, proposals or any other presentations that contain references to NAVY ENTITIES 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 NAVY ENTITIES is not approved or disapproved within ten (10) business days it shall be deemed approved by NAVY ENTITIES. If any such use of material presented by NAVY ENTITIES to USAA is not approved or disapproved within ten (10) business days it shall be deemed approved by USAA.

ARTICLE 9: REPRESENTATIONS AND WARRANTIES

9.1 NAVY ENTITIES Representations and Warranties.

9.1.1 NAVY ENTITIES are in good standing and organized pursuant to the laws of the State of formation of each.

9.1.2 NAVY ENTITIES have the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

9.1.3 NAVY ENTITIES are not currently under any order either from a court or a state regulatory body prohibiting each one from performing its Services in any state.

9.1.4 NAVY ENTITIES are solvent at the time of execution of this Agreement and performance of the obligations hereunder shall not cause either to become insolvent.

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

9.1.6 NAVY ENTITIES have all the requisite approvals, right and authority to use and provide the NAVY ENTITIES Marks as contemplated herein.

9.1.7 NAVY ENTITIES will perform all obligations with reasonable skill, care, and diligence.

9.1.8 NAVY ENTITIES will perform all obligations in compliance with all applicable statutes and regulations.

9.1.9 NAVY ENTITIES 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.

9.1.10 NAVY ENTITIES is not now, nor will the execution, delivery, or performance of and compliance with the terms of this Agreement cause NAVY ENTITIES to be in violation of: (1) any laws now in effect; (2) the terms of any agreement, document or instrument to which NAVY ENTITIES is a party or by which it or any of its assets are bound, or (3) NAVY ENTITIES' Articles or Certificate of Incorporation or Bylaws.

9.1.11 No consent of any other person and no consent, license, permit, approval or authorization or exemption by or registration or declaration with, any tribunal is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

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 NAVY ENTITIES 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.

9.2.10 USAA is not now, nor will the execution, delivery, or performance of and compliance with the terms of this Agreement cause USAA to be in violation of: (1) any laws now in effect; (2) the terms of any agreement, document or instrument to which USAA is a party or by which it or any of its assets are bound, or (3) USAA's Articles or Certificate of Incorporation or Bylaws.

9.2.11 No consent of any other person and no consent, license, permit, approval or authorization or exemption by or registration or declaration with, any tribunal is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

ARTICLE 10: DEFENSE, INDEMNIFICATION AND INSURANCE

10.1 Notice. In the event a claim by a third party is made against USAA or NAVY ENTITIES 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, reasonable attorney fees, costs and the expenses associated with the defense of such claims. For purposes of this Article 10 obligation of the NAVY ENTITIES to indemnify USAA, the ALUMNI ASSOCIATION and the NAAA shall be regarded as separate entities, such that neither shall be obligated to indemnify USAA for a breach of this Agreement committed by the other.

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 New York 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., D02E
San Antonio, Texas 78288
ATTN: Marc Hildebrand, Executive Director
Affinity Management & Development

With a copy to:

United Services Automobile Association
9800 Fredericksburg Rd, D02E
San Antonio, Texas 78288
ATTN: Aaron McCauley, Contract Advisor
Global Services Delivery

Notices to NAVY ENTITIES shall be sent to:

U.S. NAVAL ACADEMY ALUMNI ASSOCIATION, INC.
247 King George Street
Annapolis, MD 21402
ATTN: Hank Sanford, CFO
Bobbi Collins, Director of Business Operations

NAVAL ACADEMY ATHLETIC ASSOCIATION
566 Brownson Road
Annapolis, MD 21402
ATTN: Jon Starrett, Senior Associate AD of Corporate Sales
Eric Ruden, Deputy AD

ARTICLE 17: FORCE MAJEURE

Neither Party shall be held responsible or liable under this Agreement due to strikes, lockouts, riots, fires, acts of God, changes in current legislation that have a negative impact on the way a Party currently conducts its business with respect to the products and services provided by such Party under the Agreement 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 NAVY ENTITIES 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 NAVY ENTITIES 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	NAVY ENTITIES	Resolution Time
Contract Advisor, Corporate Negotiator, or Director, Company & Staff Agency Contracting	Director Business Operations-USNAAA Associate AD of Corporate Sales-NAAA	5 business days
Executive Director, Contracting or Assistant Vice President, Contracting	CFO-USNAAA Deputy AD-NAAA	5 business days
Senior Vice President, Procurement or Executive Vice President, Corporate Services	CEO-USNAAA Athletic Director-NAAA	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. If USAA initiates a Dispute, then the mediation shall take place in Anne Arundel County, Maryland. If NAVY ENTITIES initiates a Dispute, then the mediation shall take place in Bexar County, Texas.

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. If USAA initiates a Dispute, then the arbitration shall take place in Anne Arundel County, Maryland. If NAVY ENTITIES initiates a Dispute, then the arbitration shall take place in 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

NAVY ENTITIES shall notify USAA, in writing, of any regulatory issues, arbitration, or litigation, pending or active, that may affect NAVY ENTITIES's obligations under this Agreement or any Addendum, promptly upon learning of same, but in any event no later than thirty (30) days after NAVY ENTITIES 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 Exhibits, and the Associated Addenda 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

NAVY ENTITIES 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: OFAC COMPLIANCE

24.1 OFAC Compliance. NAVY ENTITIES 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"). NAVY ENTITIES, its owners, Employees and its representatives shall not provide any services to USAA in violation of such OFAC Regulations. NAVY ENTITIES represents and warrants that no owners of NAVY ENTITIES (including legal Entities) that hold, directly or indirectly, a 50% or greater interest in the NAVY ENTITIES are blocked pursuant to any OFAC Regulations and/or appear on:

- i. OFAC's list of blocked persons pursuant to Executive Order or OFAC Regulations, as amended from time to time; or
- ii. OFAC's list of Specially Designated Nationals ("SDNs"), as amended from time to time; or
- iii. other lists of prohibited or blocked persons maintained by OFAC amended from time to time.

24.2 Each of the NAVY ENTITIES represent and warrant, on a continuing basis, that all information on their respective Affinity Setup Forms, **Exhibit B**, is accurate, complete and current.

ARTICLE 25: OFFICERS AND DIRECTORS

NAVY ENTITIES 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.

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

ARTICLE 26: USAA MISSION AND VETERAN PREFERENCE

The mission of USAA is to facilitate the financial security of its members, associates, and their families through the provision of a full range of highly competitive financial products and services. In so doing, USAA seeks to be the provider of choice for the military community. Providing for the financial security of honorably

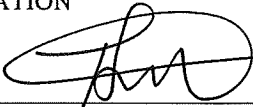
discharged veterans and their families is at the core of USAA's mission. Veterans and their family members have a deep understanding of the challenges and needs of our members and add valuable insight into the operations of those entities which have a relationship with USAA. NAVY ENTITIES is encouraged to explore opportunities for veterans and their family members to support the relationship established by this Agreement.

ARTICLE 27: NAAA DISCLAIMER

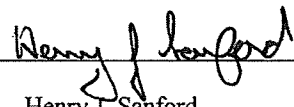
The parties acknowledge that the Naval Academy Athletic Association is not a government agency or instrumentality and is not part of the United States Naval Academy. Accordingly, nothing in this Agreement shall be deemed or construed as binding upon the United States Naval Academy or the United States government, and neither the United States Naval Academy nor the United States of America have any obligation or liability whatsoever.

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

UNITED SERVICES AUTOMOBILE
ASSOCIATION

By: 
Name: Thomas J. Little
Title: Assistant Vice President
Date: 3/18/14

U.S. NAVAL ACADEMY ALMUMNI
ASSOCIATION, INC.

By: 
Name: Henry J. Sanford
Title: CFO/Treasurer
Date: 3/18/2014

NAVAL ACADEMY ATHLETIC ASSOCIATION

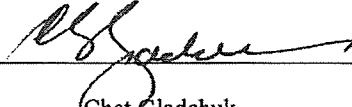
By: 
Name: Chet Gladchuk
Title: President
Date: 3/17/14

EXHIBIT A
ELECTRONIC FUNDS
TRANSFER PROCEDURES

USAA may initiate Entries (hereinafter defined) to NAVY ENTITIES's account specified on the attached EFT Implementation Form ("Account") in payment of obligations owed by USAA to NAVY ENTITIES 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 NAVY ENTITIES. NAVY ENTITIES hereby authorizes USAA to initiate Entries for obligations owing to NAVY ENTITIES from time to time. The financial institution specified on the EFT Implementation Form attached hereto as Schedule "1.1" is hereby authorized to credit and, if USAA notifies NAVY ENTITIES in advance and NAVY ENTITIES gives its consent, to debit adjustments to such Entries to the Account.

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

NAVY ENTITIES's Account. The Account is the deposit account maintained by NAVY ENTITIES and specified in the attached EFT Implementation Form. If NAVY ENTITIES is a natural person, NAVY ENTITIES represents to USAA that the Account is, and during the term of this Agreement, will be maintained primarily for business, and not for personal, family, or household purposes. Any changes in the NAVY ENTITIES'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 866-699-0911.

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 NAVY ENTITIES (the "Business Agreement") or suffer any loss of discount or other penalty by reason of any delay in receipt by NAVY ENTITIES'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 the NAVY ENTITIES 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. NAVY ENTITIES 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 NAVY ENTITIES'S financial institution on any date specified in the Remittance Information.

Timeliness. A payment from USAA to NAVY ENTITIES 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 NAVY ENTITIES.

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, NAVY ENTITIES should contact the Accounts Payable hotline at (210) 498-2288.

Schedule "1.1"
EFT Implementation Form

This form is used to designate NAVY ENTITIES'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 866-699-0911 or email to invoicing@usaa.com.

Payment and remittance detail will be sent to NAVY ENTITIES's depository institution in CTX NACHA formats:

Note: If your bank uses another format, please document below.

Alternative NACHA Format: _____

Depository Institution: _____

Address: _____

Account Number: _____

Account Name: _____

Transit Routing Number: _____

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 AFFINITY: _____

By: _____
Signature of Authorized Representative

Date: _____

**EXHIBIT B: AFFINITY SET UP FORM**Type of request: ☒ NEW ☐ UPDATE Existing Vendor ID

Submit Date:

A. AFFINITY INFORMATION		
AFFINITY's Full Legal Name (as shown on tax return)		
AFFINITY's DBA Business Name (ONLY if different from above)		
Type of organization: [Check applicable box]	<input type="checkbox"/> Individual / Sole proprietor <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Government entity (Fed, State, or Local) <input checked="" type="checkbox"/> Corporate entity: <input type="checkbox"/> Other: <input checked="" type="checkbox"/> Tax-Exempt <input type="checkbox"/> Legal Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Other:	
Taxpayer Identification Number (TIN), or Social Security Number (SSN) if an individual, that matches the Full Legal Name above:	TIN: SSN:	
Payment Method per contract terms	EFT: <input checked="" type="checkbox"/> Check: <input checked="" type="checkbox"/> Corporate Card: <input type="checkbox"/>	
Invoice Method per contract terms	eSettlements: <input type="checkbox"/> EDI: <input type="checkbox"/> Paper: <input type="checkbox"/> N/A	
Will all payments be for merchandise only?	Y: <input type="checkbox"/> N: <input checked="" type="checkbox"/>	
Are you a foreign vendor performing services for USAA in the US?	Y: <input type="checkbox"/> N: <input checked="" type="checkbox"/> If yes, explain:	
AFFINITY Physical Address (Headquarters):	Line One: Line Two: City, State & Zip:	
Remit To Address, if different from above:	Line One: Line Two: City, State & Zip:	
Contact Names:	<u>REQUIRED INFORMATION:</u> Business Contact Name: Phone: Fax: Email: Contact Type: General	Accts Receivable Contact Name: Phone: Fax: Email: Email for Purchase Orders:
B. OWNERSHIP OF AFFINITY		

Do any Individuals and/or Entities* have a 50% or more direct or indirect ownership interest in the AFFINITY listed above? Y: <input type="checkbox"/> N: <input checked="" type="checkbox"/> (If yes, provide the owner information below) <i>*Entities include but are not limited to, corporations, partnerships, limited liability corporations, trusts, not-for-profit corporations, or investment clubs.</i>	
OWNER INFORMATION	
OWNER 1: <input type="checkbox"/> Entity <input type="checkbox"/> Individual	Percentage of Ownership:
Full Legal Name:	
Tax ID of Entity (Do not enter SSN-leave blank):	
Physical Address:	
Mailing Address (if different):	
State of Entity formation (if foreign, country):	
Date Entity created, if an Individual, date of birth:	
OWNER 2: <input type="checkbox"/> Entity <input type="checkbox"/> Individual	Percentage of Ownership:
Full Legal Name:	
Tax ID of Entity (Do not enter SSN):	
Physical Address:	
Mailing Address (if different):	
State of Entity formation (if foreign, country):	
Date Entity created, if an Individual, date of birth:	

FOR USAA USE ONLY:**Persistence:****Classification Type:****Open for Ordering:****Payment Terms:**☐**Net 30**☐**% Days**☒**Other: Pay upon request****Performance Evaluator (if known): Marc Hildebrand Type of Services: Affinity**



AMENDMENT 01 TO MASTER AFFINITY AGREEMENT

THIS AMENDMENT, effective as of January 1, 2021 modifies the MASTER AFFINITY AGREEMENT, effective on March 1, 2014, USAA Contract Control Number 0000007754, now known as 70839.0, as subsequently amended (the "Agreement") by and between UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA") and THE UNITED STATES NAVAL ACADEMY ALUMNI ASSOCIATION, INC ("USNAAA"), and NAVAL ACADEMY ATHLETIC ASSOCIATION ("NAAA") (collectively, the "NAVY ENTITIES") (USAA and the NAVY ENTITIES are referred to individually as a "Party" and collectively the "Parties").

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

1. The expiration date set forth in Section **5.1, Initial Term**, of **ARTICLE 5: TERM OF AGREEMENT** is hereby changed to December 31, 2025.
2. **ARTICLE 5: TERM OF AGREEMENT** is hereby modified to delete and replace section **5.2 Automatic Renewal of Initial Term** with the following:

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

3. **ARTICLE 4: COMPENSATION** is hereby modified to add the following section:

4.4 Invoicing. The NAVY ENTITIES will submit invoices, and all invoice related correspondence in .pdf, .doc, .xls, .tiff, .gif or .jpg format by email to 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 the NAVY ENTITIES 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." The NAVY ENTITIES will utilize eSettlements for inquiring on invoice statuses. The NAVY ENTITIES will contact USAA Accounts Payable at invoicing@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.

4. **ARTICLE 10: DEFENSE, INDEMNIFICATION, AND INSURANCE** is hereby modified to add the following section:

10.4 Insurance. The NAVY ENTITIES will maintain such commercial general liability, property damage, professional liability, employer's liability, and worker's compensation insurance as will protect the NAVY ENTITIES and USAA from claims of personal injury, death and property damages and from claims



under applicable workers' compensation statutes. The NAVY ENTITIES agrees to provide USAA with a certificate of such insurance upon request. The NAVY ENTITIES 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 the NAVY ENTITIES is insufficient for the scope of services.

5. **ARTICLE 25: OFFICERS AND DIRECTORS** is hereby deleted and replaced with the following:

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

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

6. This Agreement is hereby modified to add the following section:

ARTICLE 28: ANTI-BRIBERY LAWS COMPLIANCE

28.1 Anti-Bribery. NAVY ENTITIES 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. NAVY ENTITIES therefore makes the following representations, warranties and covenants in connection with this Agreement:

(A) Familiarity and Compliance with Anti-Bribery Laws. NAVY ENTITIES 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 NAVY ENTITIES 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. NAVY ENTITIES 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. NAVY ENTITIES 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 the NAVY ENTITIES, may withdraw from or terminate this agreement.



(D) Disclosure. The terms of this Agreement and information about the NAVY ENTITIES's 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 NAVY ENTITIES 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, NAVY ENTITIES 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 **EXHIBIT C, ANTI-BRIBERY LAWS COMPLIANCE CERTIFICATION** attached herein.
8. 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: Terrell Hester Digitally signed by Terrell Hester
Date: 2021.02.08 08:56:23 -06'00'

Name: Terrell Hester

Title: Sourcing and Procurement Manager

UNITED STATES NAVAL ACADEMY ALUMNI ASSOCIATION, INC

By: [Signature] 01/14/2021

Name: Robert W. Gast, Jr.

Title: VP - Finance & Investment

NAVAL ACADEMY ATHLETIC ASSOCIATION

By: [Signature]

Name: [Signature]

Title: Assoc Athletics

EXHIBIT C

Anti-Bribery Laws Compliance Certification

NAVY ENTITIES certify 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 NAVY ENTITIES is 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. NAVY ENTITIES represents and warrants that [in connection with execution of this Agreement]:

- a) NAVY ENTITIES is familiar with the requirements of the Anti-Bribery Laws;
- b) All activities of NAVY ENTITIES will be conducted in accordance with the Anti-Bribery Laws;
- c) NAVY ENTITIES has not directly or indirectly offered or given anything of value to a Government Official.
- d) NAVY ENTITIES 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) NAVY ENTITIES 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) NAVY ENTITIES 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) NAVY ENTITIES does not know or have reason to believe that any of its employees, or consultant, agent, intermediary, or other person retained by the NAVY ENTITIES 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) NAVY ENTITIES will continue to abide by the FCPA or any other applicable Anti-Bribery Law as if it was subject to it.
- i) NAVY ENTITIES 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) NAVY ENTITIES understands that false certification is grounds for USAA to withhold payment and immediately terminate existing business agreement between Provide and USAA.
- k) NAVY ENTITIES agrees to promptly notify USAA if any of these certifications becomes false during the course of the business relationship between NAVY ENTITIES and USAA.
- l) NAVY ENTITIES understands that any information indicating that this certification is false or that NAVY ENTITIES have 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, NAVY ENTITIES 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 NAVY ENTITIES 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 NAVY ENTITIES to ensure NAVY ENTITIES 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 NAVY ENTITIES 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 NAVY ENTITIES and USAA.

By: Robert W. Galt, Jr.
Signature of USNAAA/Representative

ROBERT W. GALT, JR.
Printed Name

01/19/2021
Date

By: [Signature]
Signature of NAAA/Representative

BRADCHUK
Printed Name

A.D.



AMENDED AND RESTATED ADDENDUM 01 TO AFFINITY AGREEMENT ENDORSEMENT PROGRAM

This Amended and Restated Addendum 01 ("Addendum"), made as of the 1st day of January, 2021 ("Effective Date"), hereby amends, restates, and supersedes the previous Addendum 01 to Affinity Agreement Endorsement Program, made as of the 1st day March, 2014, by and between UNITED SERVICES AUTOMOBILE ASSOCIATION ("USAA") and the UNITED STATES NAVAL ACADEMY ALUMNI ASSOCIATION, INC. ("USNAAA") and NAVAL ACADEMY ATHLETIC ASSOCIATION ("NAAA")(collectively, the "NAVY ENTITIES")(each a "Party" and collectively the "Parties") is part of and incorporates all of the terms and conditions of the MASTER AFFINITY AGREEMENT (the "Agreement"), dated March 1, 2014, USAA Contract Control Number 0000007754, now known as 70839.0 as subsequently amended, by and between NAVY ENTITIES and USAA. Terms not defined herein shall have the same meaning assigned under the Agreement.

RECITALS

The parties wish to amend and restate this Addendum 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 and former members of the U.S. military and their families; including but not limited to credit and payment cards; and

NAVY ENTITIES desires to offer and endorse certain financial products and services to Members through a business arrangement, whereby USAA will become the exclusive provider of the Covered Products, as defined herein, to Members of NAVY ENTITIES; and

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

Now, therefore, in consideration of the mutual agreements, terms and covenants in this Addendum 01 and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, USAA and NAVY ENTITIES each agree as follows:

ARTICLE 1: DEFINITIONS

"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 NAVY ENTITIES Marks and/or Content. The Card may be a MasterCard, Visa or American Express card as USAA shall determine in its discretion.

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

"Marketing Access Fee" means the payment by USAA to NAVY ENTITIES of 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 NAVY ENTITIES.

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

"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 the processes for establishing any product or service by USAA and its Affiliates.

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

"Program" means the affinity marketing program between USAA and NAVY ENTITIES offered pursuant to this Addendum.

"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.

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

ARTICLE 2: SCOPE OF ENDORSEMENT

NAVY ENTITIES agrees to offer and endorse the list of USAA products in **Exhibit A** ("Covered Products") to Members, including the ability for USAA to incorporate NAVY ENTITIES Marks in or with products or services offered by USAA to Members, including but not limited to credit and payment cards. It is understood between the Parties that USAA's ability to incorporate NAVY ENTITIES Marks in or with products and services extends to other marketing assets agreed between the Parties, subject to the approvals detailed below.

ARTICLE 3: COMPENSATION

3.1 Marketing Access Fee. USAA shall pay NAVY ENTITIES an annual fee of six hundred thousand dollars (\$600,000.00) on or about each January 15th throughout the Term ("Marketing Access Fee").

3.2 Change in Marketing Benefits. In the event (i) NAVY ENTITIES are unable to provide the Benefits, as defined herein, during the Term of this Addendum 01, or (ii) if any of the Benefits change materially in scope from that in effect as of the Effective Date of this Addendum 01, or (iii) if NAVY ENTITIES desires to offer a new Benefit to USAA, then the Parties will evaluate the impact to the overall relationship and may negotiate an equitable adjustment to the Compensation.

3.3 Member List. NAVY ENTITIES shall provide USAA with an updated Member List at least two (2) times per year. NAVY ENTITIES shall use its best efforts to provide as complete a list as possible of all Members. The Member List will be used for various marketing purposes, including but not limited to comparison against other lists to reduce duplicate marketing messages delivered to an individual and enablement of third party marketing channels.

3.4 Advertising Fees. For additional advertising, if any, beyond what is set forth in Article 5, NAVY ENTITIES shall charge USAA fees equal to its then-current published media kit, less a twenty percent (20%) discount. In no event shall the fees charged to USAA exceed those charged to any other advertiser for the same or similar scope of commitment.

ARTICLE 4: EXCLUSIVITY

USAA CONFIDENTIAL

4.1 Exclusive Endorsement. NAVY ENTITIES shall not, by themselves 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 NAVY ENTITIES 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.

4.1.1 Exceptions to Exclusivity.

4.1.1.1 Magazine Exclusivity. NAVY ENTITIES may accept advertisements for placement in *Shipmate* magazine, provided that advertisements for products which compete with the Covered Products do not utilize the NAVY ENTITIES Marks and do not contain any NAVY ENTITIES endorsement.

4.1.1.2 Website Exclusivity. NAVY ENTITIES may accept digital advertisements from entities whose products compete with the Covered Products, provided that the advertisements do not mention a particular product or service, do not utilize the NAVY ENTITIES Marks, and do not contain any NAVY ENTITIES endorsement.

4.1.1.3 Sponsorships. NAVY ENTITIES may accept corporate sponsorships from any entity within the meaning of §513(i) of the Internal Revenue Code and provide appropriate recognition.

ARTICLE 5: MARKETING BENEFITS

In consideration of the Marketing Access Fee, NAVY ENTITIES shall provide USAA with the following marketing benefits (“**Benefits**”).

5.1 General.

5.1.1 Prominence of USAA’s logo. USAA’s logo shall be more prominently positioned than any other USNAAA third party sponsor or provider within each marketing channel that USAA’s logo appears.

5.1.2 Reference to USAA. In all Benefits, NAVY ENTITIES will refer to USAA as the exclusive provider of financial services products or by mutually agreed upon phrasing that signifies NAVY ENTITIES exclusive endorsement of the Covered Products. In other marketing materials not covered hereunder, the Parties will mutually agree on the reference to USAA.

5.1.3 Creative Design. Unless, otherwise specified, USAA shall be responsible for the creative design for each Benefit, subject to NAVY ENTITIES approval. The Parties agree to use commercially reasonable efforts to include or adjust Card design offerings should NAAA introduce a new mark during the Term of the Agreement, considering the operational requirements of implementing a new Card design within USAA’s schedule of releases for product updates. NAVY ENTITIES will give USAA a minimum ninety (90) days advance notice of an upcoming design change. The Parties expect to implement a new Card design in 2021 to reflect the new “Navy Anchor” logo.

5.1.4 Corporate Sponsorship Benefits. In addition to the Benefits contained hereunder, USNAAA will provide USAA all benefits commensurate with the significance of the Program and relationship of the Parties.

5.1.5 Annual Marketing Plan. The Parties will collaborate on an annual product marketing plan that will identify the monthly marketing campaigns planned.

5.2 Direct Marketing.

- 5.2.1 Upon request by USAA, USNAAA shall provide USAA access to its Member and prospect list (excluding those members who have opted out of receiving commercial messages) and limited access of NAVY ENTITIES Marks up to eight (8) times for direct mail and up to eight (8) times for email, with up to ten (10) different message versions per each direct mailing campaign, per year for the purpose of marketing Covered Products of USAA and its Affiliates.
- 5.2.2 Upon request by USAA, NAAA shall provide USAA access to its Member and prospect list (excluding those members who have opted out of receiving commercial messages) and limited access of NAVY ENTITIES Marks up to two (2) times per year with different message versions per each direct mailing campaign, per year for the purpose of marketing Covered Products of USAA and its Affiliates.
- 5.2.3 USAA may market Covered Products to NAVY ENTITIES Members by direct mail from USAA or email through the USAA email system. The channel and content of such marketing shall be mutually agreed to by the Parties; provided however, 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 included or removed to comply with statutory and regulatory requirements.
- 5.2.4 Some of the direct mail marketing pieces may include a signature from an officer of NAVY ENTITIES to signify their endorsement.

- 5.3 **Shipmate Magazine.** NAVY ENTITIES shall provide to USAA two (2) full-page, full-color advertisements in each issue of its *Shipmate* magazine, and at least two (2) of these advertisements shall appear in a cover and/or premium position, whichever is best and available, each year.

5.4 Home Page. NAVY ENTITIES shall provide USAA the following:

- 5.4.1 Reference to USAA as established in accordance with section 5.1.2 of this Addendum 01;
- 5.4.2 Space for USAA logo and/or textual reference to appear both above and below fold customary to where NAVY ENTITIES allow for commercial advertising and promotion;
- 5.4.3 When available on the USNAAA site, in any rotating banner the USAA advertisement will be first image with potential to rotate in different advertisements, and shall be displayed no less frequently than every four (4) images (with the potential to rotate in several USAA banners advertising different products);
- 5.4.4 USAA's Affinity creative logo, on NAVY ENTITIES home page or applicable landing pages, shall function as a hyperlink to USAA.com or other USAA approved landing page for the products specified under **Exhibit A**;
- 5.4.5 The opportunity to add links pertaining to USAA sponsored webinars, editorial content and USAA upcoming events; and
- 5.4.6 If the NAVY ENTITIES home page is significantly modified, NAVY ENTITIES will ensure the requirements contained herein continue to be provided to USAA and will provide USAA any additional website opportunity, if available after the modification.

- 5.5 **Alumni Events.** NAVY ENTITIES will provide USAA the opportunity to attend events offered annually, subject to Navy regulations and JAG approval, with reference as established by subsection 5.1.2 above indicating exclusive endorsement, with benefits including recognition in program if available and tabling if sponsors are attending.

- 5.6 WaveTops e-Newsletter.** NAVY ENTITIES will include a USAA advertisement and hyperlink to usaa.com or supporting product pages in each electronic issue of its *WaveTops* publication.
- 5.7 Social and Interactive Media.** NAVY ENTITIES will provide USAA the opportunity to create new messaging to be used throughout NAVY ENTITIES social media channels at least one (1) time per quarter. The timing and content of one or more messages per quarter is subject to the mutual agreement of the Parties. NAVY ENTITIES will also promote, repost, or amplify USAA content at USAA's request and NAVY ENTITIES's availability. USAA will have the ability to provide content for inclusion across the full range of social media channels, but the placement and timing of each message within a particular channel will be subject to the mutual agreement of the Parties.
- 5.8 Mailings.** NAVY ENTITIES shall include a buck slip or other USAA information in each of its mailings to new members, renewing members, new grads, and parents. Should NAAA be unable to provide the above mailings, NAAA will allow USAA Affinity to promote the Card in its initial prior to Season Digital email to its Navy Football Season Ticket customers. Design subject to mutual approval.
- 5.9 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. Creative will be subject to NAVY ENTITIES approval, and placement or distribution of ads will be executed according to USAA's marketing and media strategies and any predetermined criteria for ad delivery.
- 5.10 Athletic Events.** NAVY ENTITIES will provide tabling access at all Annapolis football games (and on Navy side at Army-Navy football game supporting USAA's role as Game presenter), and at Annapolis home men's lacrosse, and men's basketball games. NAVY ENTITIES may also provide tabling access at other athletic events determined by the Parties to benefit the Program.
- 5.11 Other Marketing Opportunities.** NAVY ENTITIES shall pursue additional opportunities to market the Covered Products as other channels become available.

ARTICLE 6: MARKETING TERMS AND CONDITIONS

6.1 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.

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

6.3 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. NAVY ENTITIES acknowledges that USAA products and services are subject to certain eligibility restrictions and that some of NAVY ENTITIES's Members may or may not be eligible for all products and services of USAA, 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.

6.4 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. NAVY ENTITIES acknowledges and agrees that USAA shall have sole ownership and accountability for rights, assets, benefits, duties, and obligations with individual Product Holders and that NAVY ENTITIES shall not have any rights or obligations whatsoever in relation to the product or service relationship between USAA and a Product Holder. NAVY ENTITIES shall refer all inquiries and incoming correspondence from Product Holders to USAA.

ARTICLE 7: TERM

7.1 Term. This Addendum 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.

7.2 Termination Obligations. Upon the termination or expiration of this Addendum:

7.2.1 USAA shall:

- 7.2.1.1 Cease to use NAVY ENTITIES's Marks or Content on any USAA Authorized Materials,
- 7.2.1.2 discontinue use of NAVY ENTITIES's Marks or Content in any marketing materials related to the Program,
- 7.2.1.3 in the event USAA offers a co-branded account (e.g. credit or debit card), notify each accountholder that the NAVY ENTITIES is no longer associated with USAA. Such notice will be delivered in a format and manner consistent with industry practice in use at the time of the notice; and upon the expiration date of a co-branded product, USAA will reissue a replacement product that does not bear NAVY ENTITIES's Marks or Content if NAVY ENTITIES Member determines to continue the related account at that time,
- 7.2.1.4 transfer all Member and prospect database back to the NAVY ENTITIES and take any additional steps specified to safeguard the member and prospect database.
- 7.2.1.5 In accordance with **Section 7.5** of the Agreement, USAA will purge all Member and prospect database in its possession, including all Member and prospect database residing on computer hardware, cloud services, magnetic or optical media and paper.

7.2.2 NAVY ENTITIES shall immediately:

- 7.2.2.1 cease to promote the Program; and
- 7.2.2.2 cease to use any Program Materials; and
- 7.2.2.3 Return or destroy any unused Program Materials in accordance with **Section 7.5** of the Agreement.

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

UNITED SERVICES AUTOMOBILE
ASSOCIATION

By: Terrell Hester

Digitally signed by Terrell
Hester
Date: 2021.02.05 14:38:27
-06'00'

Name: Terrell Hester

Title: Sourcing and Procurement Manager

Date: 2/5/2021

UNITED STATES NAVAL ACADEMY
ALUMNI ASSOCIATION, INC.

By:

Name:

Title:

Date:

Robert W. Galt, Jr.

ROBERT W. GALT, JR.

VP- Finance + Investments

2/19/2021

NAVAL ACADEMY ATHLETIC ASSOCIATION

By:

Name:

Title:

Date:

A. D.

1/23/21

Exhibit A

USAA Covered Products

1. **All Insurance, including but not limited to property and casualty, life, and health**
2. **All Banking, including but not limited to credit and payment cards**
3. **All Investing and Retirement**