

Wolverine Card Program Agreement

This Wolverine Card Program Agreement (the "Agreement"), effective as of the date on which it has been executed by a duly authorized representative of each Party (the "Effective Date"), is entered by and between the UTAH VALLEY UNIVERSITY FOUNDATION ("UVUF"), located at 800 West University Parkway, Orem, Utah 84058, through its Utah Valley University Alumni Association program ("UVUAA"), and UTAH COMMUNITY FEDERAL CREDIT UNION ("UCCU"), a federally chartered credit union, doing business in the State of Utah with its main office located at 360 West 4800 North, Provo, Utah 84604. UVUAA and UCCU are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties". Unless the context requires otherwise, each reference to UVUAA in the Agreement is also a reference to UVUF.

RECITALS

A. UCCU is authorized to issue VISA-branded credit cards as a member of the VISA networks.

B. UVUAA desires that any member of the Utah Valley University ("UVU") community (i.e., UVU alumni, parents of students, friends of UVU, members of the community, staff/employees, faculty, fans, donors, or anyone supporting UVU) (collectively, the "UVU Supporters" and individually a "UVU Supporter") have the opportunity to obtain credit cards ("Credit Cards") issued by UCCU (and bearing any UVU-related marks or logos authorized in accordance with this Agreement) ("Wolverine Cards") and is willing to refer UVU Supporters to UCCU for that purpose (such referred UVU Supporters, the "UVU Supporter Referrals").

C. UCCU desires to compensate UVUAA for UVU Supporter Referrals and its efforts to generate UVU Supporter Referrals in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties mutually agree as follows:

1 Term.

1.1 Length of Term. This Agreement shall commence on the Effective Date and shall remain in effect for the succeeding thirty-six (36) months (the "Initial Term"). Thereafter, this Agreement will automatically renew for succeeding thirty-six (36) month terms ("Renewal Terms"), unless either Party notifies the other in writing at least one hundred eighty (180) days before the end of the Initial Term, or the then-current Renewal Term, that said Party does not intend to renew the Agreement. "Term" means the Initial Term or any Renewal Term.

1.2 Early Termination Due to Default. Either Party may terminate this Agreement at any time during the Term in the event of a material breach by the other Party, all in accordance with the provisions of this Agreement. In the event of a material breach of this Agreement, the non-defaulting Party shall provide notice of default to the defaulting Party and afford the defaulting Party a period of sixty (60) calendar days within which to cure the default. If the breach is not cured in accordance with the foregoing, the non-defaulting Party may terminate this Agreement by providing written notice of termination to the defaulting Party. If a Party so terminates the Agreement, that Party shall be entitled to other remedies, as may be permitted by law, including without limitation (a) the recovery of monies due and owing, (b) a right of specific performance of non-monetary covenants and agreements, and (c) a claim for any and all damages available in law or in equity.

1.3 Early Termination Pursuant to Section 3.4.5. UCCU may terminate this Agreement in accordance with Section 3.4.5.

1.4 Early Termination for Termination of the Naming Rights Agreement. If during the Term, the October 1, 2022 Naming Rights Agreement between UCCU and UVU is terminated, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party within sixty (60) days of the termination of the Naming Rights Agreement.

1.5 Termination Without Cause. Either Party may terminate this Agreement without cause by providing one hundred twenty (120) days written notice to the other Party.

1.6 Time is of the Essence. The Parties acknowledge that time is of the essence with regard to all provisions of this Agreement.

2. Responsibilities and Services

2.1 Wolverine Card.

2.1.1 UCCU shall have the right at all times to require any UVU Supporter desiring to receive a Credit Card to apply to become a member of UCCU. The Parties acknowledge and agree that UCCU is required by law to maintain eligibility requirements that limit the categories of persons that may become customers or members of UCCU (such requirements, the "Eligibility Requirements"). UCCU agrees that it shall apply with the National Credit Union Administration to have its Eligibility Requirements changed such that beginning sixty (60) days from the Effective Date and thereafter during the Term, any person who is a UVU Supporter shall be eligible to become a customer or member of UCCU. UCCU represents and warrants that the covenant in the foregoing sentence shall not cause it to breach applicable law. Each Party covenants that it shall at all times comply with applicable law and applicable payment network regulations. For the avoidance of doubt, failure to comply with this obligation in a timely manner shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, any breach of this Section 2.1.1 by UCCU is hereby deemed a material breach subject to the termination and cure provisions of Section 1.2.

2.1.2 Notwithstanding the foregoing, UCCU shall have the right and authority to reject any applicant, and deny membership, for any lawful reason, including any risk to UCCU. UCCU shall comply with all applicable laws and regulations, including individual identification information, before approving any individual's membership request. UCCU shall require any applicant who wishes to become a member of UCCU to agree to be bound by the standard terms, conditions, rules, underwriting criteria, and contractual obligations imposed upon all members of UCCU. During all times that a person is a member of UCCU, UCCU shall have the right and authority to require the member to execute binding documents in connection to receiving financial services from UCCU. UCCU shall not be responsible for providing a Credit Card to any person who is denied membership in UCCU. At all times, UCCU shall have the right and authority to terminate any credit union member's membership in UCCU for any lawful reason, including any risk to UCCU. In the event, UCCU terminates the membership of a person in UCCU, UCCU shall also terminate all UCCU banking functionalities in connection to that person's Wolverine Card.

2.1.3 The rights and obligations of membership in UCCU are between the individual member and UCCU, and not applicable to, enforceable by, or obligations of UVUAA.

2.1.4 Designing the Credit Card will require collaboration between the Parties. The final design of the Credit Card shall be approved in writing by UVUAA, UCCU, and Visa, Inc.

2.1.5 UCCU shall provide all services to holders of Credit Cards ("Cardholders") and all services and communications to any party in connection with such cards and UVUAA shall not have any responsibility therefor. Such services and communications relating to the Credit Cards shall include: (a) setting the terms and conditions of Credit Cards (including credit limits); (b) providing required disclosures to Cardholders; (c) producing and issuing the Credit Cards (in accordance with Section 2.1.4 as applicable); (d) generating statements and applying payments; (e) managing collection, charge-off and recovery activity; (f) responding to Cardholder and/or payment network inquiries; and (g) operating the Credit Card programs in accordance with industry standards, applicable law and payment network rules in a manner that enhances the goodwill of UVUAA and Utah Valley University. Except as set forth in this Agreement, UCCU shall bear its own expenses in managing the Credit Card programs and otherwise carrying out its obligations under this Agreement and UCCU shall bear all losses associated with the Credit Cards including, without limitation, losses from fraud, bankruptcy, and unauthorized transactions.

2.2 Financial Services. In addition to and in conjunction with its obligations herein relating to the Credit Cards, UCCU shall offer all UVU Supporters who qualify for membership the ability to apply for membership with UCCU and establish additional financial products and services with UCCU including, but not limited to: saving accounts, checking accounts, payment and remittance services, term deposits, loans, digital banking, insurance products, and other advisory services. The addition of any financial product or service to a UVU Supporter's Wolverine Card account is subject to UCCU membership and underwriting criteria and every applicant may not so qualify. The rules, requirements, fees, and costs associated with and governing any UCCU financial product or service are between the individual member and UCCU, and not applicable to, enforceable by, or obligations of UVUAA.

3. Marketing and Compensation.

3.1 Marketing. Each Party shall fulfill its marketing obligations described in the Marketing Plan set forth in the Exhibit to this Agreement. In consideration of UVUAA's fulfillment of its obligations under the Marketing Plan, UCCU shall by check pay UVUAA an initial lump sum payment of Seven Thousand Five Hundred Dollars (\$7,500) due and payable within thirty (30) days of the Effective Date of this Agreement with additional annual payments of \$7,500 each payable by check within thirty (30) days after the end of each calendar year. In the case of any expiration or termination of this Agreement prior to the end of a calendar year, the payment for that year will become immediately due and payable within thirty (30) days on a prorated basis.

3.2 Wolverine Card Loan Interest Payments. UCCU shall pay UVUAA ten percent (10%) of Earned Net Loan Interest Income (gross interest income less cost of funds and charge offs) on the Wolverine Cards portfolio during the Term (the "Loan Interest Revenue").

3.3 Credit Card Transaction Payments. UCCU shall pay UVUAA nine percent (9%) of Net Credit Card Signature Interchange Income (gross credit card signature-based transaction interchange income less fraud losses, transaction processing, and fraud prevention costs incurred by UCCU) during that time period by any payment network for each signature-based Credit Card transaction completed by any UVU Supporters Referral using a Wolverine Card (the "Credit Card Signature Transaction Revenue").

3.4 Payments to UVUAA.

3.4.1 For purposes of this Agreement, signing bonuses, growth incentives, marketing payments or discounts offered by any payment network to UCCU shall be included within the calculation of Credit Card Signature Transaction Revenue in proportion to the total UCCU portfolio represented by Credit Cards held by UVU Supporter Referrals. The Transaction Revenue shall be calculated as of the last day of each calendar month.

3.4.2 All payments under Sections 3.2 and 3.3 shall be calculated on a calendar year basis (January 1 through December 31) and shall be made by check and shall be due and payable within thirty (30) days after the end of each calendar year. In the case of any expiration or termination of this Agreement prior to the end of a calendar year, all such payments for that year will become immediately due and payable within thirty (30) days on a prorated basis.

3.4.3 The parties agree that an expiration or termination of the Agreement shall also terminate UCCU's obligation to pay loan interest payments and transaction payments for time periods after the Term.

3.4.4 Concurrently with payment of any amounts due hereunder, UCCU shall deliver to UVUAA a statement detailing the fees payable and the underlying metrics determining such fees (including, without limitation, number of Wolverine Cards, number of transactions, interchange revenue and revenue from payment networks and loan interest revenue).

3.4.5 In the event that the total amount payable by UCCU to UVUAA under this Agreement is less than \$500.00 for any six consecutive calendar months, UCCU may terminate this Agreement by providing UVUAA with thirty (30) days advance notice.

3.5 Calculation of Certain Costs.

3.5.1 For the purposes of determining fraud prevention costs under subsection 3.3 of this Agreement, UCCU shall not include any cost that is not expressly set forth in the following sentence of this subsection 3.5.1. Fraud prevention costs that shall reduce signature-based income shall be determined by (i) taking the total number of credit cards monitored by the service provider UCCU uses at any given time to detect and stop fraud in connection to signature-based transactions and determining the percentage of those credit cards that are Wolverine Cards, and (ii) applying the percentage determined in step (i) to the total actual fees charged to UCCU by the service provider for its signature-based fraud prevention services.

3.5.2 For the purposes of determining fraud losses under subsection 3.3 of this Agreement, UCCU shall include only the actual dollar amounts incurred as a result of the fraudulent transactions on Wolverine Card accounts. UCCU shall not include legal costs, employee costs, or overhead incurred in the course of operating the credit union in the calculation of fraudulent transactions.

3.5.3 For the purposes of determining processing costs under subsection 3.3 of this Agreement, UCCU shall not include any cost that is not expressly set forth in the following sentence of this subsection 3.5.3. Processing costs that shall reduce signature-based income shall be determined by (i) taking the total number of credit card transactions processed by the service provider UCCU uses at any given time in connection to signature-based transactions and determining the percentage of those credit cards that are Wolverine Cards, and (ii) applying the percentage determined in step (i) to the total actual fees charged to UCCU by the service provider for processing transactions (such fees include, but are not necessarily limited to transaction fees, network fees and risk management fees).

4. UVUAA Obligations and Rights.

4.1 **Ownership.** UCCU is the owner of the Wolverine Cards. UCCU may, at any time and for any reason, at its sole discretion, cancel or deactivate any UVUAA Credit Card. UCCU may also repossess a UVUAA Credit Card for any lawful reason that UCCU deems appropriate, including, but not limited to, actual or attempted banking fraud.

4.2 **Audit rights.** UCCU shall maintain complete and accurate accounting records, books, documents, and other evidence pertaining to the services performed and obligations required under this Agreement, for at least five years from the date such record is made or re-created. As allowed by applicable law and upon reasonable notice of at least two business days, UVUAA will have access to and the right to audit, at its own expense, any such records, books, documents, or other evidence of UCCU pertaining to this Agreement. In the event an audit results in more than a ten percent (10%) increase of any one payment, as set forth in Section 3 of this Agreement, to UVUAA, the cost of the audit shall be paid by UCCU.

4.3 **Mailings.** UVUAA will reasonably digitally deliver UCCU messages to promote Wolverine Cards to UVU Supporters to which UVUAA delivers comparable messages for the purpose of implementing mutually agreed-upon marketing campaigns in furtherance of the Marketing Plan.

4.4 **UVU and UVUAA Names.** Nothing in the Agreement establishes in UCCU any right or interest in UVUAA or UVU names or marks, including such names as "Utah Valley University," "UVU," or any derivation thereof. Notwithstanding any provision of the Agreement, UCCU agrees not to use, attempt to use, or assert ownership or any interest in any intellectual property of UVUAA, including any name or mark. Under the Agreement neither UCCU nor UCCU's licensors, suppliers, or affiliates will use the name of UVU or UVUAA, the existence of this Agreement, or UVU or UVUAA name, marks, or logos (collectively, "UVU Marks"), in publicity or marketing activities without the prior written consent of UVUAA and UVU; any permitted use must be in accordance with UVUAA's and UVU's then-current policies and guidelines on trademark usage (including trademark notices attributing the marks to UVU) and any goodwill accruing from such use will inure solely to UVU's benefit. If UCCU acquires any rights in any UVU Mark, by operation of law or otherwise, UCCU hereby irrevocably assigns such rights to UVU without further action by any of the parties.

5. **Operational Contact Person.** During the Term, both UCCU and UVUAA shall provide a single point contact person, who shall be dedicated to the implementation of the matters set forth in this Agreement, and to whom each party can contact in the event of any day-to-day operational problems, issues, concerns, commendations, or solutions. The initial contact person for UCCU is Richard Hirst, VP Performance Marketing. The contact persons for UVUAA are: Kyle Reyes, VP of Institutional Advancement; Rynell Lewis, Sr. Director of Alumni Relations.
6. **Survival.** The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination, nor affect or impair the rights of either Party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided in this Agreement. Without limiting the foregoing, the provisions of Sections 2.1.5, 3.4.3, 4.1, 4.2, 6, 7, 8, and 9 shall survive the expiration or termination of this Agreement.
7. **Warranties and Representations.** Each Party warrants and represents that (i) it has the power and authority to grant the rights and perform the obligations to which it commits in this Agreement; (ii) the execution of the Agreement by the person representing it will be sufficient to render the Agreement binding upon it; and (iii) neither its performance hereunder nor the exercise by the other Party of rights granted by the warranting Party hereunder does or will violate any applicable laws or regulations or the term of any other agreement or commitment to which the warranting Party is or becomes a Party.
8. **Disclosure of Information**

8.1 Confidentiality. All financial information, any non-public personal information, and any proprietary information provided by or on behalf of one Party to the other Party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") is confidential as of the date of disclosure. For clarity, this Agreement is not Information. Such Information will not be disclosed to any other person or entity, except in accordance with applicable law and as permitted under this Agreement or as mutually agreed in writing. UVUAA does not intend to disclose personal information under this Agreement. The Parties shall be permitted to disclose Information (i) to their accountants, auditors, legal counsel, and those employees necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential and not subject to disclosure, and (ii) as may be required by law or regulation, by subpoena, by court order, or by any governmental regulatory authority.

8.2 Requests for Records. To the extent UVUAA is subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63-2-101, et seq., as amended ("GRAMA"), certain records within UVUAA's possession or control, including without limitation, this Agreement may be subject to public disclosure. UVUAA hereby informs UCCU that any person or entity that provides UVUAA with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to Section 63G-2-309 of GRAMA, provide to UVUAA, with the record, a written claim of business confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, UVUAA: (a) is not required to provide notice to UCCU regarding any third party GRAMA request, and (b) may disclose any information or record to the extent required by GRAMA or otherwise required by law. UCCU hereby informs UVUAA that any and all information UCCU provides to UVUAA that identifies a UCCU member is regarded by UCCU as a Private Record as provided in Utah Code Ann., Section 630-2-302 or otherwise should be classified in a manner that shall provide greater protection of the document from disclosure. Additionally, UCCU shall have the option, notwithstanding any provision to the contrary, of providing UVUAA with a unique number for each UVU Supporter that becomes a member of UCCU or utilizes UCCU services rather than providing UVUAA with the names of individual members; UVUAA shall have the ability to audit the actual names of UVU Supporters by coming to UCCU offices and inspecting UCCU's records without taking possession of any record that identifies a UCCU member.

8.3 Press Releases. Without limiting the provisions of Section 3 above, any news releases or public

announcements pertaining to the Parties and to this Agreement shall only be issued after approval by both parties.

9. Miscellaneous.

9.1 Entire Agreement. This Agreement constitutes the entire understanding of the Parties and supersedes all previous written or oral agreements and contracts, or any contemporaneous oral agreements and understandings between the Parties relating to the subject matter hereof.

9.2 Amendment. This Agreement may not be amended except in by means of a written amendment executed by a duly authorized signatory of each Party. writing with the consent of both Parties. No covenant, representation or condition not expressed in this Agreement shall affect, or be deemed to interpret, change, or restrict, the express provisions hereof.

9.3 Binding Effect/Assignment. This Agreement shall be binding upon the Parties hereto, as well as their respective successors in interest. Neither party may assign or subcontract any portion of its rights or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason or no reason. A party wishing to assign or subcontract any portion of this Agreement shall provide the other with written notice and all reasons for any anticipated assignment a minimum of thirty (30) business days prior to the date of the anticipated assignment. Nothing contained herein shall limit UCCU from hiring third-party service providers to assist UCCU in meeting its obligation hereunder, provided UCCU shall be liable for any actions or omissions of such third-party service providers as if such action or omission were made by UCCU.

9.4 Governing Law. The laws of the State of Utah will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of the State of Utah.

9.5 Captions. The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

9.6 Waiver/Rights and Remedies. The failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or conditions of this Agreement or to exercise any rights or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of any right to insist upon the strict performance of the covenants, agreements, terms, or conditions of this Agreement. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and conditions hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach. Any failure to enforce provisions of this Agreement will not negate the Agreement nor the enforcement of any provision(s) at a future time. The rights and remedies of the Parties shall not be mutually exclusive and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions.

9.7 Relationship of the Parties. In assuming and performing its obligations under this Agreement, each Party is an independent party and shall not be considered nor represent itself as a joint venturer, partner, or agent of the other Party. This Agreement does not create any rights in or inure to the benefit of any third party. Nothing in this Agreement shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

9.8 Force Majeure. In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, or other cause beyond the reasonable control of the Party invoking this section, and if such Party shall have used its best efforts to mitigate its effects, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

9.9 Severability. In the event any portion of this Agreement is found to be invalid or unenforceable by a court of law for any reason, the remainder of this Agreement shall remain intact. That portion of this Agreement deemed by a court of law to be invalid shall be amended in writing to the minimum extent necessary to be considered valid, enforceable, and in accordance with the mutual understanding of the Parties. The rights and remedies of the Parties shall not be mutually exclusive and the failure to exercise one or more of the provisions of this Agreement shall not preclude the exercise of any other provision and shall not preclude the exercise of such provision in the future.

9.10 Indemnification. Each Party agrees to indemnify and hold harmless the other Party and their respective affiliates, officers, employees and directors against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses), settlement amounts as provided for herein, judgments, damages, claims, demands, offsets, defenses, counterclaims, actions or proceedings, subpoenas, investigations, and related interest or penalties, including any incidental, consequential, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise, if any ("Indemnified Losses") relating to such Party's negligence, intentional misconduct, breach of this Agreement, breach of applicable law or breach of payment network rules.

9.11 UVUF a Government Entity. UCCU acknowledges that UVUF is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by UVUF of any protections, rights, or defenses applicable to UVUF under the Act, including without limitation the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of UVUF to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, the liability of UVUF and any obligations of UVUF to indemnify, hold or save harmless, and/or defend contained in the Agreement are subject to the Act, are limited only to claims that arise directly and solely from the negligent acts or omissions of UVUF, and, inclusive of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.

9.12 Counterparts. This Agreement may be executed in any number of multiple counterparts, all of which shall constitute but one and the same original.


9.13 Notices. Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and shall be deemed given when deposited, postage prepaid, in the United States mail, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing.

If to UVUAA: Utah Valley University Alumni Association
Attn: Kyle Reyes, VP of Institutional Advancement
800 West University Parkway
MS 111
Orem, Utah 84058
With a copy to UVU Office of General Counsel

If to UCCU: Utah Community Federal Credit Union
Attn: Richard Hirst, VP Performance Marketing
360 W 4800 N
Provo, Utah 84604
Phone: 801-223-7769

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

UTAH VALLEY UNIVERSITY FOUNDATION

By: 

Kyle Reyes (Aug 12, 2024 14:26 MDT)

Name: Kyle Reyes

Title: VP Institutional Advancement

Signature Date: 08/12/2024

UCCU

By: 

Name: Richard Hirst

Title: Vice-President Performance Marketing

Signature Date: July 3, 2024

Pricing Addendum

2024 UVU Alumni Credit Card Annual Payment Detail

Annual Marketing Support Payment	\$7,500.00
10% of Earned Net Loan Interest Income	\$4,398.28
9% of Net Credit Card Signature Interchange Income	\$3,861.24
	\$15,759.52

3.2 Wolverine Card Loan Interest Payments. UCCU shall pay UVUAA ten percent (10%) of Earned Net Loan Interest Income (gross interest income less cost of funds and charge offs) on the Wolverine Cards portfolio during the Term (the "Loan Interest Revenue").

3.3 Credit Card Transaction Payments. UCCU shall pay UVUAA nine percent (9%) of Net Credit Card Signature Interchange Income (gross credit card signature-based transaction interchange income less fraud losses, transaction processing, and fraud prevention costs incurred by UCCU) during that time period by any payment network for each signature-based Credit Card transaction completed by any UVU Supporters Referral using a Wolverine Card (the "Credit Card Signature Transaction Revenue").