

**University of Wisconsin La Crosse Alumni Association
Alumni Credit Card Agreement**

This Agreement shall be effective August 1, 2012 by and between the University of Wisconsin La Crosse Alumni Association, having its principal place of business at 615 East Ave. N, La Crosse, WI 54601; and UW Credit Union, doing business at 3500 University Avenue, Madison, WI 53744-4963.

1. Definitions

When used in this Agreement:

- (a) "Agreement" means this agreement and Schedule A.
- (b) "Compensation" means a lump sum annual payment from UW Credit Union to UW-L Alumni Association for exclusive license to use the Trademarks in conjunction with the Program.
- (c) "Confidential Information" means all information contained on member mailing lists ("Mailing Lists") and all information, documentation, and communications regarding or constituting marketing strategy plans and tactics.
- (d) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Member Credit Card Account" is a Credit Card Account where the primary applicant is a UW-L Alumni Member.
- (e) "Financial Service Products" means a consumer credit product or program, including but not limited to a credit card program, offered by a financial institution.
- (f) "Member" means a member of the UW-L Alumni Association, an alumnus or alumna of the University of Wisconsin – La Crosse eligible for membership in UW-L Alumni Association, and/or other potential participant mutually agreed to by UW-L Alumni Association and UW Credit Union.
- (g) "Program" means the exclusive offering of UW Credit Union Credit Card products Trademarked and endorsed by UW-L Alumni Association.
- (h) "Trademark" means any design, image, visual representation, logo, service mark, trade dress or configuration, trade name, or trademark used or acquired by UW-L Alumni Association for these services during the term of this Agreement.
- (i) "UW-L Alumni Association" refers to the University of Wisconsin La Crosse Alumni Association.

2. Rights and Responsibilities of UW-L Alumni Association

(a) UW-L Alumni Association agrees that during the term of this Agreement: (1) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products from any organization other than UW Credit Union ; (2) it will not use or license or allow others to use or license the Trademarks or copyrightable materials used in connection with or for promoting any Financial Service Products of any entity other than UW Credit Union; and (3) it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than UW Credit Union. Notwithstanding anything else in this Agreement to the contrary, UW-L Alumni Association may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UW-L Alumni Association of the financial institution or the advertised Financial Service Product.

(b) UW-L Alumni Association agrees to provide UW Credit Union with such information and assistance as may be reasonably requested by UW Credit Union in connection with the Program.

(c) UW-L Alumni Association authorizes UW Credit Union to solicit its Members by various marketing distribution methods including, but not limited to: mail, direct promotion, advertisements, telephone, and any electronic methods for participation in the Program.

(d) UW-L Alumni Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by UW Credit Union, which contains UW-L Alumni Association Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of UW Credit Union, UW-L Alumni Association shall provide UW Credit Union with Mailing Lists free of any charge.

(g) UW-L Alumni Association hereby grants UW Credit Union exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. In addition, UW-L Alumni Association agrees that mutually agreed-upon campus images may be used for card designs within the Program and agrees to assist in designating such images.

3. Rights and Responsibilities of UW Credit Union

(a) UW Credit Union shall design, develop, and administer the Program.

(b) UW Credit Union shall have the sole right to design all advertising, solicitation, and promotional materials regarding the Program. If UW-L Alumni Association develops any prospective promotional,

advertising, or solicitation materials, UW Credit Union reserves the right to review and require UW Credit Union's prior written approval of such materials.

(c) UW Credit Union shall bear all costs of producing and mailing materials for the Program, including the cost of producing the credit card access devices (i.e. card plastics associated with the account).

(d) UW Credit Union shall make all credit decisions and shall bear all credit risks with respect to each Member's account(s) independently from UW-L Alumni Association.

(e) UW Credit Union shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. UW Credit Union shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of UW-L Alumni Association and will be returned to UW-L Alumni Association upon termination of this Agreement under Section 8 of this Agreement. However, UW Credit Union may separately maintain all information it obtains as a result of an account relationship with a Member or an application for an account relationship from a Member. This information becomes a part of UW Credit Union's own files and UW Credit Union shall be entitled to use this information for any purpose. UW Credit Union will not use this information in a manner that would imply an endorsement by UW-L Alumni Association.

4. Representations and Warranties

(a) UW-L Alumni Association and UW Credit Union each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

- (1) It is duly organized, validly existing and in good standing.
- (2) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (3) This Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against such party and its successors in interest in accordance with its terms.
- (4) No consent, approval, or authorization from any third party is required in connection with the execution, delivery, and performance of this Agreement, except such as have been obtained and are in full force and effect.
- (5) The execution, delivery, and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order, or ruling applicable to such party.

(b) UW-L Alumni Association represents and warrants to UW Credit Union as of the date hereof and throughout the term of this Agreement that it has right and power to license the Trademarks to UW Credit Union for use as contemplated by this Agreement. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. Compensation

UW Credit Union shall pay to UW-L Alumni Association a one-time \$5,000 payment upon execution of this Agreement by both parties. In addition, UW Credit Union shall pay to UW-L Alumni Association a \$10,000 lump-sum annual payment for exclusive license to use the Trademarks in conjunction with the Program. The first annual payment will be due at the start of the contract and will be made on the annual anniversary date of the Agreement thereafter.

6. Program Adjustments

A summary of the current features of the Program are set forth in Schedule A (includes UW Credit Union's initial RFP response letter dated February 27, 2012 and follow-up response letter dated April 6, 2012). UW Credit Union reserves the right to make periodic adjustments to the Program and its terms and features.

7. Confidentiality Agreement

Each party agrees that Confidential Information provided under this Agreement will be held and treated by it (including any affiliates), its agents, employees, and representatives in the strictest confidence.

Without limiting the generality of the foregoing, the parties each agree:

- (a) Not to use or permit any third party to use the Confidential Information for any purpose other than as necessary in connection with the Services.
- (b) Not to disclose or permit any third party access to the Confidential Information, except that disclosure or access shall be permitted to an employee, officer, director, agent, representative, external or internal auditor, independent contractor, or any regulatory authority of the party requiring access to the Confidential Information; the third party to which Confidential Information is shared under this section is required to agree with the party sharing the information to maintain the confidentiality of such Confidential Information.
- (c) To establish and maintain commercially-reasonable controls to ensure the confidentiality of the Confidential Information and that any such Confidential Information is not disclosed or otherwise used for the benefit of any third party; and
- (d) To notify the other party promptly and in writing of the circumstances surrounding any possession, use, or knowledge of Confidential Information by any person other than those authorized under this Agreement.
- (e) Upon termination of this Agreement, each party shall return any Confidential Information provided by the other party or certify that the Confidential Information, including any copies, has been destroyed, except as otherwise expressly provided in this Agreement.

Nothing in this Section shall restrict any party with respect to any Confidential Information, or information identical or similar thereof, which: (i) that party rightfully possessed before it received the information from the other party; (ii) becomes or has become publicly available through no fault of that party; (iii) is subsequently furnished to that party by a third party not subject to restrictions on use or disclosure; (iv) is independently developed by an employee, agent or contractor of such party; (v) is required to be disclosed by law, regulation, or court order (provided that the disclosing party shall have exercised reasonable efforts to notify the other party prior to disclosure, if permitted by law); or (vi) is disclosed in any proceeding to enforce either party's rights under this Agreement, provided that all reasonable measures to preserve the confidentiality of such information in any such proceeding are taken by such party.

8. Term of Agreement

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2015. This Agreement will automatically renew at the end of the initial term and at the end of any renewal term for successive two-year periods, unless either party gives written notice to the other party of its intention not to renew; such notice must be provided at least ninety (90) days prior to expiration of the term. No credit card accounts previously opened under this Agreement will be closed by virtue of the non-renewal of this Agreement. In the event either party terminates or fails to renew this Agreement under this section, section 5 of this Agreement will immediately terminate and no further Compensation will be paid.

9. State Law Governing Agreement

This Agreement shall be governed by and subject to the laws of the State of Wisconsin and shall be deemed for all purposes to be made and fully performed in Wisconsin.

10. Indemnification

Each party to this agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of alleged negligence, misconduct, error or omission of any of its employees, officers, or agents. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under the law.

11. Miscellaneous

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

University of Wisconsin La Crosse Alumni Association

UW Credit Union

By: Jamie Spencer
Title: EXECUTIVE DIRECTOR

By: Maggie Hertig
Title: EVP & COO
July 30, 2012