

UVU Alumni Credit and Debit Card Program Agreement

This UVU Alumni Credit and Debit Card Program Agreement (this "Agreement") is entered into and effective as of the 20 day of NOVEMBER, 2013 (the "Effective Date"), by and between UTAH VALLEY UNIVERSITY FOUNDATION, INC. on behalf of the Utah Valley University Alumni Association ("UVUAA"), located at 800 West University Parkway, Orem, Utah 84058, 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 188 West Riverpark Drive, Provo, Utah 84604. UVUAA and UCCU are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS

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

B. UVUAA desires that certain persons with an alumni relationship to Utah Valley University (collectively, the "Alumni" and individually an "Alumnus") have the opportunity to obtain credit cards ("Credit Cards") and/or debit cards ("Debit Cards") issued by UCCU and is willing to refer Alumni to UCCU for that purpose (such referred Alumni, the "Alumni Referrals").

C. UCCU desires to compensate UVUAA for Alumni Referrals and its efforts to generate Alumni 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") unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement will automatically renew for succeeding 24 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.

1.2 Early Termination Due to Default. Either Party may terminate this Agreement at any time during the Initial Term or any Renewal 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 thirty (30) calendar days within which to cure the default or such additional time as is reasonably required to correct the default if the defaulting

party is diligently working to cure the default but in no event, not more than an additional sixty (60) days. If the breach is not remedied as provided herein, the non-defaulting Party may cancel this Agreement immediately or at any date elected by the non-defaulting Party as long as the default has not been cured. In addition to this remedy of termination for a material breach of the Agreement, the Parties 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 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 UVUAA Credit and Debit Card.

2.1.1 UCCU shall have the right at all times to require any Alumnus desiring to receive a Credit Card or Debit 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 July 1, 2014 and thereafter during the Initial Term and any Renewal Term of this Agreement, any person who has attended Utah Valley University 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, a breach of this Section 2.1.1 by UCCU shall result in the ability of UVUAA to terminate this Agreement but shall not result in any harm or damages to UVUAA.

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 and contractual obligations imposed upon all members of UCCU, or imposed by UCCU in the belief that the terms, conditions, rules, and contractual obligations are prudent. 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 to provide a Credit Card or Debit 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 UVUAA Credit and Debit 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 except as set forth herein.

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

2.1.5 UCCU shall provide all services to holders of Credit Cards or Debit 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 and Debit Cards shall include: (a) setting the terms and conditions of Credit Cards and Debit Cards (including credit limits); (b) providing required disclosures to Cardholders; (c) producing and issuing the Credit Cards and Debit 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 and Debit 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 and Debit Card programs and otherwise carrying out its obligations under this Agreement and UCCU shall bear all losses associated with the Credit Cards and Debit Cards including, without limitation, losses from fraud, bankruptcy and unauthorized transactions.

2.1.6 UCCU shall convert all expiring UVU PlusCard Campus ID debit cards, that do not warrant a UVU PlusCard replacement, to a UVUAA branded debit card unless otherwise requested by individual cardholders.

2.2 Checking Accounts.

2.2.1 In addition to and in conjunction with its obligations herein relating to the Credit Cards and Debit Cards, UCCU shall offer all Alumni who qualify for membership the ability to apply for membership with UCCU and establish a checking account with UCCU. The rules, requirements, fees, and costs associated with and governing any UCCU Checking Accounts are between the individual member and UCCU, and not applicable to, enforceable by, or obligations of UVUAA.

3. Compensation.

3.1 **Lump Sum Payments.** Upon completion of a mutually agreed upon (signed) annual

marketing plan (see Exhibit 1: Sample Annual Marketing Plan) UCCU shall pay UVUAA a lump sum payment of Five Thousand Dollars (\$5,000) due and payable within fifteen (15) days of the date the marketing plan is agreed upon of each calendar year during the Initial Term or Renewal Term (the "Marketing Payment"). The Marketing Payment shall be used by UVUAA to enhance Alumni participation in the Credit Card and Debit Card programs in a manner deemed appropriate in UVUAA's reasonable discretion. In the event that any of the annual marketing plans cannot be agreed upon between the parties, either party may terminate this Agreement by giving the other party 30 days advance notice; the ability to terminate pursuant to this provision shall not be limited by any other provision of this Agreement

3.2 Affinity Credit Card Loan Interest Payments

3.2.1 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 UVU Alumni Affinity Credit Card portfolio during the Initial Term or Renewal Term (the "Loan Interest Revenue").

3.3 Affinity Credit Card Transaction Payments

3.3.1 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 the Initial Term or Renewal Term by any payment network for each signature-based Credit Card transaction completed by any Alumni Referral using a UVUAA branded Visa Credit card (the "Credit Card Signature Transaction Revenue"). (Nine percent (9%) of Net Credit Card Signature Interchange Income equates to approximately \$0.05 per transaction as per the effective date of this agreement.)

3.4 Affinity Debit Card Transaction Payments

3.4.1 UCCU shall pay UVUAA three percent (3%) of Net Debit Card Signature Interchange Income (gross debit card signature-based transaction interchange income less fraud losses, transaction processing, and fraud prevention costs) received by UCCU during the Initial Term or Renewal Term by any payment network for each signature-based Debit Card transaction completed by any Alumni Referral using a UVUAA branded Visa Debit card (the "Debit Card Signature Transaction Revenue"). Three percent (3%) of Net Debit Card Signature Interchange Income equates to approximately \$0.01 per transaction as per the effective date of this agreement.

3.4.2 UCCU shall pay UVUAA one percent (1%) of Net Debit Card PIN-based transaction interchange income (gross debit card PIN-based transaction interchange income less fraud losses, transaction processing, and fraud prevention costs) received by UCCU during the Initial Term or Renewal Term from any debit network for each PIN-based transaction completed by an Alumni Referral using a UVUAA branded Debit Card (the "Debit Card PIN Transaction Revenue"). One percent (1%) of Net Debit Card PIN Interchange Income equates to approximately \$0.0025 per transaction as per the effective date of this agreement.

3.4.3 Notwithstanding any portion of the foregoing, UCCU shall pay UVUAA Debit Card Signature Transaction Revenue and Debit Card PIN Transaction Revenue on every UVUAA debit card issued if the UVUAA branded debit cardholder also has a UVUAA branded credit card. For example and without limiting the foregoing, if a UVU Alumni is approved for a UVUAA branded credit card, (1) all Credit Card Signature Transaction Revenue plus (2) all Debit Card Signature Transaction Revenue and Debit Card PIN-based Transaction Revenue would generate Transaction Revenue for UVUAA. Until the UVUAA branded credit card is approved and issued, UVUAA debit card signature and PIN transaction revenue will not begin to be accrued.

3.5 Payments made to UVUAA.

3.5.1 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 Transaction Revenue in proportion to the total UCCU portfolio represented by Credit Cards and accrual qualifying Debit Cards held by Alumni Referrals. The Transaction Revenue shall be calculated as of the last day of each calendar month and shall be due and payable on the 10th day of the first month following each calendar-quarter end.

3.5.2 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. Final payment amounts will be prorated.

3.5.3 Payments by UCCU of any kind shall be made payable to UVUAA via Automated Clearinghouse or Wire Transfer to an account designated by UVUAA. 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 Credit Cards and Debit Cards, number of transactions, interchange revenue and revenue from payment networks and loan interest revenue).

3.5.4 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; termination under this Section 3.5.4 shall relieve UCCU of all further obligations.

3.6 Calculation of Certain Costs.

3.6.1. For the purposes of determining fraud prevention costs under subsections 3.3.1 and 3.4.1 of this Agreement, UCCU shall not include any cost that is not expressly set forth in the following sentence of this subsection 3.6.1. Fraud prevention costs that shall reduce signature-based income shall be determined by (i) taking the total number of credit and debit cards monitored by the service provider UCCU uses at any given time to detect and stop fraud (presently Visa USA, Inc.) in connection to signature-based transactions and determining the

percentage of those credit and debit cards that are UVUAA branded Visa credit 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 (presently Falcon Fraud Detection Service and Falcon Call Center Services).

3.6.2. For the purposes of determining fraud prevention costs under subsections 3.4.2 of this Agreement, UCCU shall not include any cost that is not expressly set forth in the following sentence of this subsection 3.6.2. Fraud prevention costs that shall reduce PIN-based income shall be determined by (i) taking the total number of debit cards monitored by the service provider UCCU uses at any given time to detect and stop fraud (presently CU Cooperative Systems, Inc.) in connection to PIN-based transactions and determining the percentage of those debit cards that are UVUAA branded Visa debit cards, and (ii) applying the percentage determined in step (i) to the total actual fees charged to UCCU by the service provider for its PIN-based fraud prevention services (presently Falcon Case Management and Falcon Transaction Scoring).

3.6.3. For the purposes of determining fraud losses under subsections 3.3.1, 3.4.1, and 3.4.2 of this Agreement, UCCU shall include only the actual dollar amounts incurred as the result of fraudulent transactions on UVUAA branded Visa credit and debit 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.

3.6.4. For the purposes of determining processing costs under subsection 3.4.2 of this Agreement, UCCU shall not include any cost that is not expressly set forth in the following sentence of this subsection 3.6.4. Processing costs that shall reduce PIN-based income shall be determined by (i) taking the total number of debit card transactions processed by the service provider UCCU uses at any given time (presently CU Cooperative Systems, Inc.) in connection to PIN-based transactions and determining the percentage of those debit cards that are UVUAA branded Visa debit 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).

3.6.5. For the purposes of determining processing costs under subsections 3.3.1 and 3.4.1 of this Agreement, UCCU shall not include any cost that is not expressly set forth in the following sentence of this subsection 3.6.5. Processing costs that shall reduce signature-based income shall be determined by (i) taking the total number of credit and debit card transactions processed by the service provider UCCU uses at any given time (presently Visa USA, Inc.) in connection to signature-based transactions and determining the percentage of those debit cards that are UVUAA branded Visa debit 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 UVUAA Credit Cards and Debit Cards. UCCU may, at any time and for any reason, at its sole discretion, cancel or deactivate any UVUAA Credit Card or Debit Card. UCCU may also repossess a UVUAA Credit Card or Debit Card for any 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 Mailing Lists. UVUAA agrees to reasonably provide UCCU with access to and cooperate with UCCU in using UVUAA mailing lists (including email addresses, cell phone numbers for text messaging, etc), from time to time, for the purpose of implementing mutually agreed-upon marketing campaigns in furtherance of this Agreement.

4.4 Preferred Partner Status. UCCU will be considered a preferred partner of UVUAA, and UVUAA will work closely with UCCU to plan and implement marketing campaigns, including campaigns targeted specifically at marketing the Credit Cards and Debit Cards to Alumni, as well as promotion of UCCU generally to Alumni. Furthermore, UVUAA agrees to work closely with UCCU to develop and refine significant marketing efforts targeted toward graduating seniors over the age of 21 prior to graduation, in accordance with all relevant restrictions and regulations. As a preferred partner, UCCU may further be entitled to additional benefits as jointly determined by UVUAA and UCCU. This Section 4.4 shall not be deemed to limit Section 3.1 above.

5. Operational Contact Person. During the Initial Term and all Renewal Terms, 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 Brad Norton, Vice President of Business Development. The contact person for UVUAA is Jeri Allphin, 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, 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 terms 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, student 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. 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. The Parties shall be permitted to disclose such 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. However, any and all information in the possession of UVUAA that identifies a UCCU member shall be deemed a Private Record as provided in U.C.A. Section 63G-2-302 or shall be classified in 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 Alumnus 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 Alumni by coming to UCCU offices and inspecting UCCU's records without taking possession of any record that identifies a UCCU member. In the event this Agreement is the subject of a record request pursuant to GRAMA, UVUAA will immediately notify UCCU and UVUAA shall assert privileges, claims of confidentiality, and other rights it may have to withhold disclosure of the record.

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 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, UCCU is an independent party and shall not be considered nor represent itself as a joint venturer, partner, or agent of UVUAA. 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 Counterparts. This Agreement may be executed in any number of multiple counterparts, all of which shall constitute but one and the same original.

9.12 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: Jeri Allphin Sr. Director of Alumni Relations
800 West University Parkway
MS 111
Orem, Utah 84058
Facsimile: 801-863-8604

If to UCCU: Utah Community Federal Credit Union

Attn: Brad Norton, Senior Vice President
188 West Riverpark Drive,
Provo, Utah 84604
Facsimile: 801-223-7776

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

UTAH VALLEY UNIVERSITY FOUNDATION, INC.

By: Max Cuffaut

Name: MAX CUFFAUT

Title: VP Development & Alumni

UTAH COMMUNITY FEDERAL CREDIT UNION

By: Brad Norton

Name: BRAD NORTON

Title: SVP MARKETING

Pricing Addendum

2022 UVU Alumni Credit Card Annual Payment Detail

Annual Marketing Reimbursement	\$5,000.00
10% of Net Alumni Credit Card Loan Interest Income	\$2,342.34
9% of Net Alumni Credit Card Signature Interchange Income	\$3,424.82
Total:	\$10,767.16

Affinity Credit Card Loan Interest Payments

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