Master Agreement between Wright-Patt Credit Union
And
Wright State University

THIS MASTER AGREEMENT ("Agreement") is effective as of the 24th day of June 2014, ("Effective Date"), and by and between Wright State University, an independent four year public institution of higher education organized and operated under the laws of the State of Ohio, having offices at 3640 Colonel Glenn Highway, Dayton, Ohio 45435-0001 ("WSU") and Wright-Patt Credit Union, a state-chartered not-for-profit credit union, with its principal place of business located at 3650 Pentagon Boulevard, Beavercreek, Ohio 45431 ("WPCU"), each a "Party", and collectively "the Parties".

WHEREAS, Since WSU’s founding in 1967, WSU has partnered with WPCU on a variety of community and institutional initiatives benefitting students, faculty and staff, as well as the surrounding communities of the Miami Valley;

WHEREAS, the Parties’ core values remain closely aligned, as evidenced by the following:

WPCU Vision Statement

“We will be the best organization our member-owners have ever experienced and the best place our partner-employees have ever worked.”

WPCU Mission Statement

“We help people through life.”

WSU Vision

Wright State University, inspired by the creative spirit of the Wright brothers, will be Ohio’s most learning-centered and innovative university, known and admired for our inclusive culture that respects the unique value of each of our students, faculty, staff, and alumni and for the positive transformative impact we have on the lives of our students and the communities we serve.

WSU Mission

“We transform the lives of our students and the communities we serve. We will:”
• build a solid foundation for student success at all levels through high-quality, innovative programs;
• conduct scholarly research and creative endeavors that impact quality of life;
• engage in meaningful community service;
• drive the economic revitalization of our region and our state and empower all of our students, faculty, staff, and alumni to develop professionally, intellectually, and personally."

WHEREAS, as WPCU and WSU agree that their long-standing relationship and joint initiatives continue to expand and deliver mutual benefits to the Parties and the greater community, this Agreement sets forth the terms pursuant to which WPCU will offer the Program to Constituents of WSU, and governs the Parties' mutually agreed upon business initiatives and sponsorship support;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties agree as follows:

1. **Referenced Schedules.** The Parties agree that the Schedules referenced herein, and any additional Schedules that may be added later by written agreement of the Parties (collectively, the “Schedules”), contain the details of each of the specific elements that embodies this overall Agreement. Each Schedule is hereby incorporated by reference. The continuation of Schedules A, B and C is material to this Agreement. In the event of any conflict between the terms within a Schedule and the terms set forth in this Agreement, the terms of this Agreement shall take precedence.

   **Schedule A:** Campus Member Center/ATM Lease Agreement
   **Schedule B:** Athletic/Nutter Sponsorship and ATM Lease Agreement
   **Schedule C:** Scholarship Support and Student Initiative Funding Commitment
   **Schedule D:** WSU International Loan Program Agreement
   **Schedule E:** WSU Alumni Affinity Credit Card Program Agreement

2. **Definitions.**
   a. "Account" shall mean any checking accounts, savings accounts, certificates of deposit, student loans, car loans, mortgages, special loans, graduation loans, money market accounts, and individual retirement accounts opened for or on behalf of a Constituent.
b. "Automated Teller Machine" (ATM) / "Personal Teller Machine" (PTM) shall mean an electronic terminal together with such wiring, connections and hook-ups necessary to connect it to the appropriate network, that may perform one or more banking functions on behalf of customers, including, without limitation, dispensing cash, accepting deposits, making transfers between accounts and giving account balances. The terms and conditions related to current ATMs/PTMs are set forth in Schedules A and B. Any future ATM placements shall be subject to a separate ATM agreement which shall be coterminous with this Agreement.

c. "Constituents" shall mean WSU’s students, faculty, staff and employees, collectively.

d. "Financial Institution" shall mean a bank, credit union, savings institution, thrift institution, or any other entity authorized to accept consumer deposits in the State of Ohio.

e. "Financial Services" shall mean all consumer and wealth management services to be offered by WPCU to Constituents under this Agreement, examples of which include: presenting financial seminars; operating campus based Member Centers; opening new Accounts; and implementing functionality for the Wright1 Card to access Accounts, but shall in no event include solicitation of credit cards (except to WSU’s alumni members as provided in Schedule D). The State of Ohio Retirement Systems is excluded from this definition.

f. "Force Majeure" shall have the meaning given that term in Section 21 below.

g. "Mailing Lists" shall mean a list of WSU’s, faculty and staff names and current mailing addresses. This list shall be used by WSU to mail WPCU’s Program material. The Mailing List shall not be provided to WPCU unless otherwise agreed to by the parties in writing by WSU’s Executive Director of Marketing and WPCU’s VP of Marketing and Business Development.

h. "Official Financial Institution" shall mean WPCU as the sole and exclusive provider of Financial Services endorsed and approved by WSU.

i. "Program" shall mean the Financial Services and other services offered by WPCU to Constituents hereunder.
j. "Student-List" shall mean a list of currently enrolled undergraduate, graduate and international students at WSU. This list shall be used by WSU to mail WPCU’s Program material either internally or through an approved third Party vendor. The Student List shall not be provided to WPCU unless otherwise agreed to by the parties in writing by WSU’s Executive Director of Marketing and WPCU’s VP of Marketing and Business Development.

k. "University Marks" shall mean any designs, images, visual representations, logos, service marks, names, trade dress trade names or trademarks used or acquired by WSU.

l. "WPCU Marks" shall mean any designs, images, visual representations, logos service marks, names, trade dress, trade names or trademarks used or acquired by WPCU.

m. "Wright1 Card" shall mean the WSU campus ID card issued to students, faculty and staff members.

3. **Term.**

a. **Initial Term.** Unless stated otherwise in the incorporated Schedules, and then only as it relates to that specific Schedule, the term of this Agreement, and each Schedule, shall be for five (5) years commencing on July 1, 2014 and shall terminate on June 30, 2019 (the “Term”), unless earlier terminated in accordance with the terms of this Agreement.

b. **Exclusive Negotiation Period.** The Parties mutually agree to negotiate diligently and in good faith to extend this Agreement for an additional Term (the “Exclusive Negotiation Period”). During the Exclusive Negotiation Period, WSU shall negotiate exclusively with WPCU, and no other Financial Institution, with respect to the Commitments set forth in Sections 4 and 5 below. The obligation to negotiate in good faith requires the respective Parties to communicate with each other with respect to any issues for which an agreement to continue the Financial Services relationship has not been reached, and in such communications to follow reasonable negotiation procedures, including meetings, telephone communications, and correspondence. The Exclusive Negotiation Period shall commence one (1) year prior to the expiration of the initial Term and continue for a period of one hundred eighty (180) days. The Exclusive Negotiation Period may be extended by mutual agreement of the Parties.
4. **WPCU Commitments.**

   a. **On-Campus Member Center.** WPCU agrees to operate a full service on-campus credit union member center at the WSU Student Union, Room 180, Dayton, Ohio 45435, or such other location(s) as mutually agreed to by the parties. The credit union member center shall be subject to the terms contained in a separate lease attached hereto as Schedule A (the “lease”).

   b. **On-Campus ATM Locations.** WPCU agrees to provide full ATM/PTM service on-campus sufficient to ensure convenient access for Constituents and the general public. Existing ATM placements and rent shall be subject to the terms contained in separate agreements attached hereto as Schedules A and B.

   c. **The Program.** WPCU agrees to facilitate the Program and market its Financial Services to WSU Constituents, at times and intervals mutually agreed upon by the Parties, including but not limited to direct mailings, WSU e-mail, attending student orientation and other on-campus events, and having representatives present at the designated sales and solicitation areas set forth in Section 5(e)(v) below. WPCU agrees to expend a minimum of five thousand dollars ($5,000) annually, to be used towards WSU campus-related marketing activities such as promotions, advertising in campus literature, etc. Notwithstanding anything in this Agreement to the contrary, any Financial Services relationship entered into during the Term of this Agreement between a Constituent and WPCU shall be at WPCU’s sole discretion, subject solely to the then-current WPCU policies, procedures, agreements, rules and regulations.

   d. **Financial Literacy.** WPCU agrees to explore opportunities to jointly promote financial literacy to Constituents and the general public in the Miami Valley. This initiative may include offering courses or workshops, providing a co-branded website, providing literature and other resources during new student and employee orientation sessions to help Constituents make informed financial decisions.

   e. **WPCU Marks.** WPCU agrees to permit WSU to use WPCU Marks to promote the Program, student events, and any other co-branded initiative or community outreach program undertaken by the Parties. Any such use shall
be subject to WPCU’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

f. **WPCU Employees.** WPCU shall provide administrative, management, consulting, mechanical, and operational services and personnel necessary to fulfill its obligations as described herein, in a competent, capable, qualified and professional manner. When or about the property of WSU, WPCU agrees that its employees, contractors and agents shall observe such reasonable rules and regulations as WSU shall reasonably prescribe from time to time for the general population of its campus and which are made available to WPCU on or before the Effective Date hereof. WPCU shall be fully responsible for the acts of its employees, contractors and agents and shall take all reasonable precautions to prevent injury or loss to persons and property and shall be responsible for all damage to persons or property caused by WPCU or its employees, contractors or agents. Further, WPCU assumes all liability arising out of dishonesty of its employees, contractors or agents.

g. **Wright1 Card Support.** WPCU agrees to continue to be the exclusive Financial Institution sponsor for the Wright1 Card. During the Term, upon written request from WSU, WPCU shall contribute funds to defray WSU's costs associated with Wright1 Card production; provided, however, that WPCU's contribution obligations shall not exceed $13,000 in any single year of the Term. This support obligation is intended to supersede any existing agreements among the Parties for the Wright1 Card.

h. **Liaison/Agreement Review.** WPCU agrees to assign a member of its senior leadership team to act as a liaison to WSU for the purpose of ensuring the mutual satisfaction of the Parties and conduct a quarterly review of the Agreement with representatives designated by WSU to assess status of the Program and initiatives related to the Parties respective Mission Statements.

5. **WSU Commitments.** WSU agrees to the following:

a. **Official Designation.** WSU agrees to designate WPCU as the sole WSU endorsed and preferred Financial Services provider to WSU, Constituents, and the community in general. WSU agrees to designate WPCU as “the Official Financial Institution for the Wright State University Community,” and the Parties mutually agree to use this designation for public endorsements of the relationship. WPCU shall be permitted to use this designation in print,
internet and broadcast advertising, and all other WPCU marketing promotions. WPCU shall have exclusive and affirmative marketing and business rights to use the foregoing designation among Financial Institutions and the Financial Services defined herein. The Parties agree that the foregoing designation shall not preclude WSU from entering into agreements with other Financial Institutions for the provision of services that WPCU is not permitted to offer by law, regulation or WPCU's own internal policies, provided that such agreements do not confer any campus related marketing rights or use of University Marks except as provided in this Agreement.

b. **Right of First Refusal.** Provide WPCU with right of first refusal to offer any Financial Services not specifically enumerated herein. This provision shall include, but is not limited to the linking of Wright1 Cards to Constituent debit cards and/or checking accounts.

c. **On-Campus Member Center.** WSU agrees to provide WPCU with Room 180 in the WSU Student Union, Dayton, Ohio 45435 or other such location mutually agreed upon by the Parties, to operate a full service credit union member center. WSU further agrees that WPCU shall have the exclusive right among Financial Institutions to operate a member center, bank branch or office on any property in which WSU holds an interest during the Term of this Agreement. In the event WSU desires to offer Financial Services to Constituents at any of its satellite campuses, the Parties shall confer in good faith to establish an appropriate WPCU presence for the provision of such services.

d. **On-Campus ATM/PTM.** WSU agrees that WPCU shall have the exclusive right to place ATMs and/or PTMs on any WSU campus. WSU agrees to permit WPCU to add one ATM/PTM in the future Woods Commons Building. All other future ATM/PTM locations will be determined by mutual agreement of the Parties. WPCU shall have the right to impose a surcharge for the use of its ATM(s) by non-WPCU customers; provided, however, that any surcharge shall be in an amount that is uniform and consistent with the surcharge imposed on non-WPCU customers for the use of WPCU branch ATMs in the greater Dayton area. WPCU will be responsible for the cost to install and service any such ATM/PTM, as well as provide the required security measures and controls.
e. **Constituent Opportunities.** WSU agrees to integrate WPCU, WSU's relationship with WPCU, and WPCU's ability to provide Financial Services to WSU students. Such efforts of WSU shall include, but are not limited to:

i. Provide a WSU Officer as a signatory to a letter of introduction to Constituents authored jointly between WPCU and WSU which names WPCU as the official Financial Institution for the WSU community and which explains the Program.

ii. Distribute marketing materials provided by WPCU for the Program to Constituents on mutually agreed upon dates, not less than three times per year.

iii. Distribute materials about the Program at new hire orientations and include a tour stop at a WPCU facility as a component of new hire on-boarding. In addition, the Parties agree to organize one new staff appreciation day event per calendar quarter, which shall include the opportunity to visit a WPCU Member Center and introduction of the Program.

iv. Identify WPCU as a qualified retirement services provider to WSU Constituents, including but not limited to the provision of 403(b)/457 Plan services.

v. Permit WPCU physical access on campus and prominent presence at agreed upon campus events necessary for WPCU to promote the Program, including but not limited to freshman orientation, WSU's Health Benefits Fair, Welcome Week and April Craze. Notwithstanding anything in this Agreement to the contrary, WSU in its sole discretion may select two (2) days annually during the Term of this Agreement in which WPCU and other Financial Institutions shall be permitted to concurrently market their programs; provided that WPCU shall be the sole Financial Institution afforded preferred placement at such events.

vi. Permit WPCU to sponsor on-campus promotions and/or events, not to exceed six (6) times annually during the Term, subject to prior advance approval in accordance with WSU’s then current policy. The current sales and solicitation areas designated by WSU consist of:

1. WSU Student Union Upper Atrium, Lower Atrium, and Apollo Room;
2. The immediate lawn areas on both sides of the sidewalk between WSU Student Union and University Hall;
3. The area surrounding the moat outside the Hanger Dining Hall;
4. Immediate paver walkway surrounding Founders’ Quadrangle;
5. Ervin J. Nutter Center Concourse.
vii. Provide a web link from WSU’s student web area on WSU’s web site to a WPCU webpage promoting mutually agreed upon financial literacy and financial education programs. For prospective students, the link shall be http://www.wright.edu/undergraduate-admissions/campus-life/student-services; for current students, the link shall be http://www.wright.edu/raider-connect, unless otherwise modified by agreement of the Parties.

viii. Provide a web link from WSU’s Human Resources web site to WPCU’s website, via http://www.wright.edu/human-resources/resources, unless otherwise modified by agreement of the Parties.

ix. Except for students who have requested their public directory information to be withheld, provide student public directory information to WPCU, upon written request to support the administration of the Account.

x. Permit WPCU to promote and conduct on-campus financial seminars directed to both students and faculty not less than three times annually during the Term, the topics and content of which shall be mutually agreed upon.

xi. Permit, not less than semi-annually during the Term, WPCU to use WSU’s intra-campus mail for the distribution of mutually agreed upon Program communications bearing WSU Marks.

xii. Permit WPCU to use WSU’s name and WSU Marks in press releases and when marketing the Program, subject to the prior approval of WSU’s Executive Director of Marketing, which shall not be unreasonably withheld, conditioned or delayed.

xiii. Work collaboratively with WPCU to identify additional sponsorship and marketing opportunities to promote the Program and other joint initiatives.

f. Marketing Exclusivity. WSU grants to WPCU marketing exclusivity with respect to the Financial Services and the Program at facilities and to organizations that are under the control or authority of WSU. Notwithstanding the forgoing, WPCU agrees to reasonably consider permitting short term, limited, and non-material advertising or sponsorship opportunities for other Financial Institutions, subject to WPCU’s prior written consent. WPCU acknowledges that Wright State University’s Alumni Association is not under the control or authority of WSU.

g. Campus Signage. WSU shall permit WPCU to place signs advertising the Program in locations on WSU’s campus that are mutually acceptable to both
Parties. WPCU must have WSU's prior written approval for size, content and colors of any signs, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided by WSU within ten (10) business days of the request by WPCU.

h. Athletic Promotions. WSU agrees that WPCU shall be the exclusive Financial Institution permitted to place sponsorship/support messages for any events conducted by WSU's Athletic Department, including but not limited to events taking place at WSU's Nutter Center. The placement of such promotional messages shall be mutually agreed upon by WSU's Athletic Director and Nutter Center Executive Director and WPCU’s VP for Marketing & Business Development. WPCU sponsorship/support messages in excess of the allowance specified under Schedule B shall be at the standard rates established by WSU's Athletic Department and Nutter Center. Notwithstanding the foregoing, WPCU must have prior written approval from WSU's Executive Director of Marketing for any promotional materials that are to accompany sponsorship/support messages, which consent shall not be unreasonably withheld, conditioned or delayed. Written approval shall be provided within ten (10) business days of the request by WPCU.

i. WSU Liaison. WSU agrees to assign a senior member of its Office of Marketing to act as a liaison to WPCU to assist in the coordination of all aspects of this Agreement, including but not limited to expedited approval of WPCU marketing initiatives related to the Program and Financial Services. WSU further agrees to assist in scheduling regular meetings among appropriate members of the WSU administration to assess status of the Program and initiatives related to the Parties respective Mission Statements.

j. Requests for Proposals. During the Term of this Agreement and for twelve (12) months thereafter, WSU agrees to notify WPCU of its intent to issue any request for proposal ("RFP") to any Financial Institution, and to provide WPCU the opportunity and right to participate in submission of a proposal or bid to deliver any services or products to WSU. Under current Ohio law applicable to state-chartered credit unions, WPCU is prohibited from offering depositary, disbursement and other commercial services directly to public universities such as WSU. Accordingly, WSU is not obligated to include WPCU in any RFP for such services until such time as WPCU provides written notice of a change in Ohio law applicable to this issue. During the Term of this Agreement, WSU agrees that it shall not issue an RFP for Financial Services as defined in this Agreement, or any activity that would
violate the exclusivity provisions set forth in this Agreement, unless WPCU is in material breach in its performance hereunder, and has failed to cure such breach following sixty (60) days after WSU's notice to cure.

6. **Relationship of the Parties.** WPCU and WSU are independent contractors and nothing in this Agreement or the attached Schedules shall be construed to create a partnership, joint venture or co-employer or joint employer relationship between WSU and WPCU. WSU and WPCU shall have the sole and exclusive right to select, direct, discipline and terminate their own respective employees and to determine the terms and conditions of their employment in accordance with applicable law. Each Party shall have the right to inform the other Party of any employee of such other Party, whose conduct in its good faith opinion, violates the terms of this Agreement or is otherwise unsatisfactory. Within sixty (60) days of receiving an employee-related complaint, the Party receiving such complaint shall address such issues raised in accordance with its established employment policies.

7. **Representations and Warranties.**

   a. WPCU represents and warrants as of the Effective Date and during the Term of this Agreement that:

      i. WPCU is a state-chartered credit union, organized, validly existing and in good standing under the Ohio Revised Code, is insured by the National Credit Union Administration (NCUA), and has the requisite corporate power and authority to enter into this Agreement.

      ii. WPCU's execution, delivery and performance of the Agreement are within WPCU's corporate powers, have been duly authorized by all necessary corporate action and do not contravene WPCU's bylaws or charter or any law or contractual restrictions to which it is subject.

      iii. Any authorization or approval or other action by, or notice to or filing, any governmental authority or regulatory body that is required for the execution, delivery and performance by WPCU of this Agreement shall be obtained in a timely manner.

      iv. This Agreement constitutes a legal, valid and binding obligation of WPCU, enforceable against it in accordance with its terms.

      v. No information, schedule, exhibit, financial information furnished or to be furnished by WPCU to WSU in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or
any fact necessary to make the statements contained therein not misleading.

vi. All services and activities to be provided by WPCU hereunder will be performed in accordance with sound and professional principles and practices, consistent with generally accepted industry standards, and shall reflect WPCU's best professional knowledge, skill and judgment, all of which shall be at a level appropriate to WSU's requirements for the services to be performed; and,

vii. In its performance and activities hereunder, including but not limited to its creation and provision of the marketing and advertising materials used by WPCU to generate applications, Accounts or any and all other customer relationships, WPCU shall, at all times, comply with all applicable federal, state or local rules, laws or regulations and use best efforts in the performance of the Program.

b. WSU represents and warrants, as of the Effective Date and during the Term of this Agreement:

i. WSU is duly organized, validly existing and in good standing under the laws of the State in which it operates and has the requisite corporate power and authority to enter into the Agreement.

ii. The execution, delivery and performance of this Agreement by WSU is within WSU's powers, has been duly authorized by all necessary corporate action, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, law, regulation, contract or obligation applicable to WSU.

iii. This Agreement constitutes a legal, valid and binding obligation of WSU, enforceable against it in accordance with its terms.

iv. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery and performance by WSU of this Agreement.

v. WSU's employees, directors, officers or agents shall not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any other handling of customer's products or services as provided by WPCU. Any questions regarding WPCU products or services shall be immediately referred to WPCU.

vi. No information, schedule, exhibit, or financial information furnished or to be furnished by WSU to WPCU in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or
any fact necessary to make the statements contained therein not misleading to the best of WSU’s knowledge.

vii. WSU has not entered and will not enter any agreement that would prohibit WSU from fulfilling its duties and obligations under the terms of this Agreement;

viii. WPCU is the only Financial Institution to which WSU will extend any of the Commitments and Joint Initiatives as are set forth in Section 5 and Section 8 of this Agreement; and,

ix. WSU has granted WPCU the exclusive right to market the Program via mail, email and through mobile platforms to Constituents on campus and has not granted that right to any other Financial Institution.

8. Joint Initiatives. The Parties agree to engage in regular meetings and make available key staff members to identify initiatives that will benefit students, faculty, staff and the Miami Valley community. The primary initiatives are:

a. **Financial Literacy:** We will explore opportunities to jointly promote financial literacy to the populations we serve. This may include offering courses or workshops, providing a co-branded website, providing literature and other resources during new student and employee orientation sessions to help Constituents make informed financial decisions.

b. **Online Money Management Tool:** We will explore the feasibility of jointly developing an online money management tool or jointly rebranding WPCU’s respectyourmoney.com. This includes delivering a website that dynamically re-sizes on mobile devices. We will explore the opportunity to engage WSU students in experiential learning by participating in the design of this website. Should an opportunity present itself to license and resell this tool to other organizations, a revenue sharing agreement between WSU and WPCU would be developed and mutually agreed upon by both parties.

c. **Wright1 Card Integration:** We will co-evaluate integrating the Wright1 Card with a WPCU debit card or mobile device. Our evaluation will consider several factors including but not limited to:

   i. Assign a core team from WSU and WPCU to evaluate feasibility of project;
   
   ii. Review current and future regulatory issues from federal agencies including the Department of Education and the Consumer Financial Protection Bureau governing the coupling of a campus ID card to a financial institution;
   
   iii. Determine technical compatibility of Wright1 and WPCU card platforms
   
   iv. Identify infrastructure investment needed to produce a co-branded card including the cost to reissue cards to the campus community;

v. Determine type of card to be issued (magnetic stripe, smart chip, or combination) to meet the new European MasterCard Visa (EMV) requirements effective October 2015;
vi. Determine project scope and timeline if project is feasible.

9. **Insurance.** During the Term, WPCU shall continue to maintain the appropriate insurance coverage, at WPCU’s expense, as specified in Schedule A.

   a. WPCU shall name WSU as an additional insured on WPCU’s General Umbrella, Comprehensive, Crime, and Automobile Liability policies. Such policies shall contain a provision that the insurance shall not be cancelled without thirty (30) days prior written notice to WSU. If WPCU fails to maintain any of this insurance, WSU shall have the right, but not the obligation, to purchase any such insurance at WPCU’s expense. It is understood and agreed that WPCU’s insurance applies on a “primary” basis with respect to the performance of any of WPCU’s rights or obligations hereunder.

   b. WSU shall maintain or cause to be maintained, at its own expense, such fire and casualty insurance policies and public liability coverage in such amounts and on such terms as WSU considers appropriate in an amount not less than $1,000,000.00.

10. **Limitation of Liability.** NO PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM.

11. **Taxes.** Both WSU and WPCU are tax exempt entities.

12. **Assignment/Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns provided, however, that neither this Agreement, nor any of the rights and obligations hereunder, may be assigned, transferred or delegated by either Party, without the prior written consent of the other Party; and provided further, however, that this Agreement may be assigned by either Party without the consent of the other Party hereto to any Affiliate of the assigning Party.

13. **Termination.**

   a. If a Party breaches any material covenant in this Agreement and fails to remedy same within sixty (60) calendar days after receipt of written notice of
such breach from the non-breaching Party, or if the same is not reasonably capable of being cured within sixty (60) calendar days, and the breaching Party fails to commence to remedy same within sixty (60) calendar days, and diligently prosecute the remedying of the breach until the same is remedied, the non-breaching Party may, at its option, declare this Agreement terminated without prejudice to any additional remedy which may be available to the non-breaching Party.

b. In the event that a Party shall become insolvent, bankrupt or make any assignment for the benefit of creditors, or if its interest hereunder shall be levied upon or sold under execution or other legal process, without prejudice to any additional remedy which may be available to the other Party, the other Party may declare this Agreement terminated.

14. **Confidentiality.**

a. Each Party may be provided with access to selected information (whether orally, in writing or otherwise) of the other party which helps meet a business need, including, but not limited to, information which relates or refers to: member data, personnel data, business planning, internal controls, data processing, communications architectures or systems, electronic data processing architectures, applications, programs, routines or subroutines, business affairs and methods of operation or proposed methods of operations, techniques or systems of a party or any customer, third-party provider or consultant of a party, financial or other non-public information, and security policies and procedures. Information in each of these categories is confidential in nature and/or constitutes a trade secret, and when received from a disclosing Party during the course of the Agreement shall be deemed to be confidential information ("Confidential Information") for purposes of this Agreement. Each Party acknowledges the sensitive and secret nature of the Confidential Information to which it will have access during the term of the Engagement and agrees that it will treat such Confidential Information as strictly confidential and shall exercise at least the same standard of care in the protection of the Confidential Information as the receiving party uses to protect its own confidential information, but in no event shall it be less than a reasonable standard of care given the nature of the Confidential Information. For the Term of this Agreement and a period of three years after the natural expiration or termination of this Agreement, the recipient of Confidential Information ("Recipient") shall (i) use the Confidential Information only for the purpose(s) set forth in this Agreement; (ii) restrict disclosure of the Confidential Information to contractors, subcontractors, agents and consultants (under an agreement for the protection of confidentiality), employees, WPCU Board Members, auditors, and attorneys of the Recipient and its affiliates, all of the foregoing only to the extent each has a need to know (collectively, the "Permitted Parties") and not disclose it to any other person or entity without the prior written consent of the Party that disclosed the Confidential Information hereunder ("Discloser"); (iii) advise those
Permitted Parties who access the Confidential Information of their obligations with respect thereto; and (iv) copy the Confidential Information only as necessary for those Permitted Parties who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies. In this Section, a “need to know” means that the Permitted Party requires the Confidential Information to perform its responsibilities in connection with this Agreement, or to determine any rights or other legal obligations such Permitted Party may have in connection with this Agreement.

b. The obligations of confidentiality shall not apply to any Confidential Information which the Recipient can demonstrate (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the Recipient without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the Recipient without the use of Confidential Information of the Discloser; (v) is required by law or regulation to be disclosed, including but not limited to public records or Freedom of Information Act laws applicable to WSU, but only to the extent and for the purposes of such required disclosure; or (vi) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Discloser of the order and permits the Discloser to seek an appropriate protective order.

c. Each party acknowledges that because of the nature of the Confidential Information, the disclosing party will suffer irreparable harm in the event of a material breach of the provisions of this Confidentiality Agreement, and that monetary damages would be inadequate to compensate for such a breach. In the event of any material breach or threatened breach by the receiving party of this Confidentiality Agreement, the disclosing party shall be entitled, in addition to such other legal or equitable remedies which might be available, to injunctive relief in any court of competent jurisdiction without showing or proving any actual damages sustained by it. If the disclosing party prevails in any action brought to enjoin a material breach or threatened breach of this Confidentiality Agreement, it shall be entitled to reasonable attorneys’ fees and costs in connection with such legal proceeding.

16. **Entire Agreement.** This Agreement, the separate Schedules memorializing the specific rights of the Parties hereto, and any other documents that are incorporated by reference herein, constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and the transactions contemplated herein and supersedes any and all previous understanding, proposals, negotiations, agreements, commitments and representations, whether oral or written.
16. **Amendment.** No modification, amendment or waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by both Parties.

17. **Force Majeure.** Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or suppliers.

18. **Headings.** The headings contained in this Agreement are solely for the convenience of the Parties and should not be used or relied upon in any manner in the construction or interpretation of this Agreement.

19. **Severability.** Any element of this Agreement held to violate a law or regulation shall be deemed void and all remaining provisions shall continue in force. The Parties shall in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing or achieving the intent of the original provision.

20. **Governing Law/Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio without regard to its provisions relating to the conflict of laws. Each Party agrees that it is and shall remain subject to the in personam, in rem, and subject matter jurisdiction of the state and federal courts in Ohio for all purposes pertaining to this Agreement and all documents and instruments executed in connection or in any way pertaining hereto.

21. **Notices.** All notices which either Party may be required or desire to give to the other Party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable Party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by mail or courier shall be sent to the following addresses:

   If to WSU then to:
   Wright State University
   Office of the Bursar
   Attn: Steven Sherbet
   3640 Colonel Glenn Highway
   Dayton, Ohio  45435-0001

   With a copy to:
   Wright State University
Attn: Office of General Counsel  
3640 Colonel Glenn Highway  
Dayton, Ohio  45435-001  

If to WPCU, then to:  
Wright-Patt Credit Union  
Attn: Tracy Fors  
PO Box 286  
Fairborn, Ohio  45324  

With a copy to:  
Wright-Patt Credit Union  
Attn: Office of General Counsel  
PO Box 286  
Fairborn, Ohio  45324  

The names and addresses for the purpose of this Section may be changed by either Party giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

22. **Waiver.** Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by both Parties. The failure or delay of any Party to require performance of any provisions shall not constitute any waiver thereof, unless and until such performance has been waived by such Party in writing in accordance with the terms hereof. No waiver by any Party of any term or condition of the Agreement, in any one or more instances shall be deemed to be construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

23. **Remedies.** All remedies provided for under this Agreement, any Schedules hereto, or by law or otherwise afforded, shall be cumulative and not alternative.

24. **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.
IN WITNESS WHEREOF, the Parties have caused duplicate counterparts of this Agreement to be duly executed as of the Effective Date.

Wright-Patt Credit Union, Inc.

By: 
Douglas A. Fecher
President/CEO

Date 6-24-2014

Wright State University

By: 
Mark M. Polatajko, Ph.D., CPA
Vice President of Business and Finance
& University Treasurer

Date 6-19-14