

Contract #: \_\_\_\_\_  
Date: August 4, 2016

Sponsor: University of Kentucky Federal Credit Union ("Sponsor")

Bill To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Marketing Agreement ("Agreement") relates to on campus sponsorship opportunities and the specific inventory items listed herein at the University of Kentucky ("University"). JMIS Kentucky, LLC ("JMIS"), as University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor the University. Sponsor and JMIS agree that the following terms and conditions are applicable to this Agreement in which Sponsor shall become the exclusive credit union partner of the University of Kentucky (UK Athletics inventory not included).

**DURING THE TERM OF THIS AGREEMENT, SPONSOR SHALL RECEIVE:**

1. Sponsor shall be designated as the "Official Credit Union of the University of Kentucky."
2. Subject to the terms and conditions of this Agreement, Sponsor will have exclusive use of University's name and word mark (does not include "UK" logo) in the Category throughout the Category Territory. For purposes of this Agreement, "Category" means credit unions only and specifically excludes mutual fund companies (e.g., Vanguard), savings and loan companies (e.g. Union Savings Bank), mortgage companies (e.g. Franklin American Mortgage Company) or banks (e.g. PNC Bank). Furthermore, the Category specifically excludes the following services and products, and the Sponsor shall have no rights to use the Approved Trademarks or Sponsor's designation as a partner or sponsor of the University with respect to promoting, marketing or selling any of these services or products: student loans, credit cards, insurance products or credit reports (collectively, the "Excluded Services"). For purposes of this Agreement, "Category Territory" means Fayette County, Kentucky and the counties contiguous thereto. As set forth above, the Sponsor's designation as a partner of the University is a sponsorship for on campus opportunities and excludes: all athletic teams, programs and sports of the University and the athletic department of the University (including any facilities that are used or operated by the athletic department of the University or its athletic teams), any facilities that are used or operated by the Bluegrass Community and Technical College, and the University of Kentucky Hospitals or other department or divisions of the University doing business as "UK Healthcare" or any successor thereto (collectively, the "Excluded Divisions") and the term "University" or the "University of Kentucky" shall specifically exclude these Excluded Divisions). Notwithstanding anything to the contrary herein, JMIS acknowledges and agrees that nothing in this Agreement shall be construed to transfer, assign, limit, affect or impair the Sponsor's ownership, proprietary and other rights in its name, "University of Kentucky Federal Credit Union" or its logos, trademarks, service marks trade names, other identifying indicia, the goodwill associated with them, its other intellectual property or its right to use them in connection with the operation and marketing of its business.
3. Subject to the approval of the University as to the location and entering into any leasing agreement that is reasonably acceptable to the University, Sponsor shall may place up to two ATMs at the facilities or on the properties of the University; provided that, Sponsor may not place an ATM on the first floor of the new student center that will be constructed on the campus of the University.
4. Subject to the approval of the University as to the location and entering into any leasing agreement that is reasonably acceptable to the University, Sponsor shall have the right to have one branch located within the facilities or on the property of the University, to the exclusion of any other credit unions; provided that, the

branch cannot be located on the first floor of the new student center that will be constructed on the campus of the University.

5. Sponsor will have the right to the following recognition and messaging opportunities:

- a. Official mailings to the University's "Faculty and Staff" list, proved that such mailings do not promote any Excluded Services;
- b. Tabling at University events that are primarily directed at or for the benefit of students where the University allows vendors to participate;
- c. Tabling at University events that are primarily directed at or for the benefit of the faculty and staff of the University where the University allows vendors to participate;
- d. On-Campus promotions, giveaways, etc. for faculty and staff of the University (not students);
- e. On-Campus financial seminars for faculty and staff of the University;
- f. Mentioning of Sponsor's services (other than any Excluded Services) in University publications;
- g. Sponsor website link provided on University website;
- h. Distribution of Sponsor materials concerning its services to faculty and staff at new hire orientations (other than information concerning any Excluded Services);
- i. Financial seminars for the faculty and staff of individual University departments;
- j. Messaging on UK Digital Network once established; and
- k. The right to be a presenting sponsor (to the exclusion of all others within the Category) of the University's New Employee Orientation presentations.

Notwithstanding anything to the contrary in this Agreement:

- i. Sponsor shall be responsible for all costs related to the implementation of recognition and messaging opportunities set forth in this Section 5, including, without limitation, all mailing costs, printing costs and costs to provide promotional items;
- ii. University must approve (1) all content and promotional items used by Sponsor in the fulfillment and implementation of the recognition and messaging opportunities set forth in this Section 5 and (2) the placement of Sponsor at all University events set forth in this Section 5.

**GENERAL TERMS:**

*Contract Period ("Term"):* This Agreement shall commence upon the date hereof (with all rights of Sponsor starting on July 1, 2016) and terminate on June 30, 2032. "Contract Year" as used herein refers to the twelve (12) month period from July 1 through June 30 with respect to each year during the term of this Agreement and the first Contract Year (i.e. the 2017 Contract Year) begins on July 1, 2016 and ends on June 30, 2017.

*Annual Investment:* \$250,000 with 2% escalator

*General Comments:*

Sponsor shall pay JMIS the amounts set forth below in accordance with the Installment Billing Schedule below. There is no agency commission included in this Agreement.

**INSTALLMENT BILLING SCHEDULE:**

Contract Year	Annual Amount	Year
1	\$250,000.00	2017
2	\$255,000.00	2018
3	\$260,100.00	2019
4	\$265,302.00	2020
5	\$270,608.04	2021
6	\$276,020.20	2022
7	\$281,540.60	2023
8	\$287,171.42	2024
9	\$292,914.85	2025
10	\$298,773.14	2026
11	\$304,748.60	2027
12	\$310,846.58	2028
13	\$317,060.49	2029
14	\$323,401.66	2030
15	\$329,869.69	2031
16	\$336,467.08	2032

Sponsor shall pay the Annual Amounts for each Contract Year in four equal quarterly installments and without deduction that are due on July 1, October 1, January 1 and April 1 of each Contract Year during the Term; provided that the initial installment payment shall be due on the date hereof for the first Contract Year. Sponsor agrees to submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor should send the check, together with a remittance or invoice identifying this Agreement, to the following remittance address, unless and until JMIS directs otherwise: JMIS Kentucky, LLC, P.O. Box 645388, Cincinnati, OH 45264-5388. If Sponsor pays by wire or funds transfer, then Sponsor should request applicable account information from JMIS' accounting department. With respect to the processing of Sponsor's payments under this Agreement, JMIS will not engage with any third-party payment processor (e.g., Ariba, PayModeX, etc.). Any amount not duly paid within fifteen (15) days of the applicable due date shall be subject to a finance charge of one and one-half percent (1.5%) per month to be paid by Sponsor. As a convenience and reminder for Sponsor, JMIS will submit invoices to Sponsor at the address previously set forth in this Agreement.

In addition to any other remedies set forth in this Agreement or pursuant to applicable law, in the event that a party breaches any term in this Agreement, the other party may terminate this Agreement upon providing 30 days prior written notice to the breaching party and such breach remains uncured upon conclusion of such notice period.

**Billing Notes:**

All checks should be made payable to JMIS Kentucky, LLC.

**ADDITIONAL TERMS AND CONDITIONS**

Sponsor and JMIS agree the following additional terms and conditions are applicable to this Agreement.

**Trademarks.** No authorization is granted herein to Sponsor for use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks") other than the trademark attached as Exhibit A or unless Sponsor has requested such use in writing and JMIS has granted and approved such request in writing, as provided below (the "Approved Trademarks").

Subject to the terms herein, JMIS grants Sponsor a non-exclusive (except as to other credit unions, other than with respect to the Excluded Division, license to use the Approved Trademarks in the United States during the Term of this Agreement. JMIS represents and warrants that it has the power and authority to grant the license granted to Sponsor in this Agreement and to perform its other obligations under this Agreement. Sponsor shall provide JMIS, for review, all proposed uses of the Approved Trademarks and examples thereof. Approved Trademarks shall be

used only in the exact form, manner and context JMIS approves in writing. Permitted uses of Approved Trademarks may include use: on signage; in advertising or other marketing communication materials; on web sites, video clips or other mediums; or for display on promotional premiums for give away or resale. Any promotional premium products bearing the Approved Trademarks must be obtained from a provider approved by JMIS for use with sponsorship-premium, which shall be responsible for assuring such products comply with all applicable University licensing requirements (including, but not limited to, compliance with applicable licensing-royalty payments).

Sponsor acknowledges that the Approved Trademarks and all other Trademarks are and shall remain the exclusive property of University, which is the sole owner of the Trademarks and their associated goodwill, and Sponsor, by reason of this Agreement or otherwise, has not acquired any right, title, interest or claim of ownership to them. Sponsor's use of any Trademarks, and any and all goodwill arising from such use, shall inure solely to University's benefit. Notwithstanding anything to the contrary herein, other than with respect to the Excluded Divisions, JMIS agrees and warrants that neither it nor the University shall grant a designation as the "Official Credit Union of the University of Kentucky" or a license to the Approved Trademarks or on-campus marketing opportunities to any other credit union.

Notwithstanding anything to the contrary herein, JMIS agrees that it shall not grant a license to the Approved Trademarks to any other third party whose business is located within the Category Territory for use to promote or market any business within the Category, other than with respect to the Excluded Divisions. The parties agree that the consents and approvals required by this Agreement by each of them shall not be unreasonably withheld or delayed.

#### Insurance and Indemnification.

(a) Sponsor shall carry at all times during the Term commercial general liability insurance that includes, without limitation, coverage for advertising/personal injury and operations/completed operations, with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), with a general aggregate of Two Million Dollars (\$2,000,000.00). Sponsor's commercial general liability insurance is to (i) be written on a primary and non-contributory basis and (ii) name the University and JMIS as additional insureds. A waiver of subrogation in favor of the University and JMIS should be included under such insurance policy. Sponsor shall furnish JMIS with certificates of insurance evidencing its compliance with the provisions of this section prior to JMIS implementing sponsor's logo, publications, etc.

(b) Sponsor will save and hold harmless JMIS and the University and their employees, agents and contractors from all claims, damages (including reasonable attorneys' fees and expenses), causes of action and judgments for the injury or death of any person or damage to property that directly or indirectly result: (i) from the intentional or negligent acts or omissions of Sponsor, its officers employees, agents, or contractors while engaged in any activity or in preparation for engaging in any activity authorized by this Agreement; (ii) from any breach or default by Sponsor of the representations, warranties or other obligations contained herein; and/or (iii) from any advertisement prepared by the Sponsor including, without limitation, any claims or liabilities for libel, slander, illegal or unfair competition or trade practices; infringement of trademarks, trade names or logos of third parties or the University (other than the name of the University as authorized in this Agreement); violations of rights of privacy, publicity, infringements of copyrights or music performance rights and/or other proprietary rights; or advertisements which are otherwise contrary to law.

Production Expenses. Sponsor shall also be responsible for paying production expenses associated with the preparation of signage inventory. JMIS either will (i) present such costs for Sponsor's direct payment or (ii) if requested by Sponsor, pay such costs and reflect them to Sponsor as additional expenses.

Preparation of Promotional/Sponsorship Recognitions. JMIS is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but can be obtained for an additional service fee. Sponsor is responsible for timely submitting to JMIS its advertisements, promotional/sponsorship recognitions, graphics, LED

designs, video-board features and/or Internet displays, as applicable, for elements listed in this Agreement ("Sponsorship Materials"). Sponsorship Materials provided by or on behalf of Sponsor shall be subject to JMIS approval, which, hereunder, shall not be deemed approved as to conformity with any federal, state or local laws or regulations. If JMIS has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display by the deadline date established by JMIS and provided to Sponsor in writing, or if Sponsor submits to JMIS copy corrections of Sponsorship Materials after the deadline date, then JMIS shall not be obligated to publish Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. JMIS' failure to publish Sponsorship Materials or corrected Sponsorship Materials due to Sponsor's failure to meet the deadline date, however, shall in no way relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the *Annual Investment* and *Installment Billing Schedule* sections.

Compliance. In connection with Sponsor's activities with respect to this Agreement, Sponsor agrees to comply with the policies, rules and regulations of the University and all applicable laws and regulations.

Effect of Breach. If Sponsor fails to make timely payment of the sponsorship amounts by the applicable payment dates set forth in the *Annual Investment* and *Installment Billing Schedule* sections (and fails to cure such non-payment within ten (10) days after receiving from JMIS written notice thereof), then JMIS reserves the right, but is not obligated, to suspend delivery (or provision) to Sponsor of any further sponsorship recognitions or benefits under this Agreement and/or to terminate this Agreement effective upon written notice from JMIS to Sponsor. If Sponsor breaches the Trademarks section (including, without limitation, any unauthorized use of University's or JMIS's Trademarks) or the Compliance section, then JMIS reserves the right to terminate this Agreement effective upon written notice from JMIS to Sponsor. If JMIS terminates this Agreement before the Term expires due to Sponsor's breach in accordance with this section, then Sponsor shall remain liable for payment of all applicable sponsorship amounts for the entire Contract Year (during which the termination occurred) less only the actual amount JMIS can recoup for such Contract Year's sponsorship elements not used by Sponsor through sponsorship agreements JMIS obtains for University from other sponsors after the effective termination date and before such Contract Year's conclusion.

Unforeseen Events. Should JMIS, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical breakdowns beyond the control and without the fault of JMIS, be unable to perform any of its obligations hereunder, it shall not be liable to Sponsor except to the extent of (i) providing suitable "make goods" approved by Sponsor and JMIS or (ii) allowing a *pro rata* rate reduction on Sponsor's payments under this Agreement. Sponsor agrees, if for any reason there are any changes to the benefits to be provided it at any time during the Term, then JMIS, on Sponsor's behalf, will use its best efforts to acquire similar make-good benefits as are mutually agreeable to Sponsor and JMIS. If Sponsor and JMIS are unable to agree mutually upon any such make-good benefits, then JMIS will promptly give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for benefits not already provided hereunder.

Assignment. This Agreement is personal to Sponsor. Neither this Agreement nor any of Sponsor's rights hereunder shall be sold, transferred or assigned by Sponsor without JMIS' prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other party. Any such unauthorized assignment shall be void and of no effect unless approved by JMIS in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of JMIS, its successors and assigns.

Consent to Assignment. Sponsor hereby acknowledges and irrevocably consents to (a) the assignment of this Agreement to JMIS's lender, as collateral trustee (the "Collateral Trustee") under JMIS's loan documents with its lender and (b) the grant by JMIS to the Collateral Trustee of a security interest in this Agreement and all monies payable or distributable under this Agreement, subject to the terms of the loan documents between JMIS and its lender. Sponsor agrees to provide a copy of any notice of default or termination to the appointed Collateral Trustee representative and to provide the Collateral Trustee with the opportunity to cure any such default within 120 days after the date of such notice. Such notice shall be in writing and shall be deemed to have been given (i) when presented personally, (ii) when delivered by private overnight courier service (e.g., Federal Express), delivery charges

and fees prepaid, or (iii) when received, if deposited in a regularly maintained receptacle for the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to the Collateral Trustee representative at the address provided for notices. The parties shall not enter into or consent to any supplement, amendment or other modification of this Agreement that affects the rights of the Collateral Trustee under this paragraph without the prior written consent of the Collateral Trustee. JMIS shall be solely responsible for securing such consents which may be required.

Notice. All notices provided for or allowed herein must be in writing and will be considered effective when delivered personally (by courier service or otherwise); when delivered by email and confirmed by return email notice; three days after being mailed by first-class mail, postage prepaid and return receipt requested; or two days after being deposited with an overnight courier, in each case, to the appropriate party as set forth below.

**JMIS**

JMIS Kentucky, LLC  
Attn: Kim Ramsay  
546 E Main Street, First Floor  
Lexington, KY 40508

with a copy to:

Dinsmore & Shohl LLP  
Attn: Jason Sims  
Lexington Financial Center  
250 West Main Street, Suite 1400  
Lexington, KY 40507

**Collateral Trustee**

U.S. Bank  
Attn: Brad Hamilton  
425 Walnut St, 8th Floor  
Cincinnati, OH 45202

**Sponsor**

University of Kentucky Federal Credit Union  
2557 Sir Barton Way  
Lexington, KY 40509  
Attention: President


Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address in the manner set forth above.

Miscellaneous. This Agreement sets forth the entire understanding of the parties with respect to its subject matter, supersedes all prior negotiations and agreements between the parties concerning such subject matter and may be modified or amended only by a written instrument signed by each party. Each party represents and warrants that it has the power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by each party and constitutes a valid and binding obligation of each party, enforceable against each such party in accordance with its terms. No representations have been made or relied upon by either party other than those expressly provided for. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (*e.g.*, via a PDF attachment) in one (1) or more counterpart(s), each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same agreement. No agent, employee or other representative of either party is empowered to alter any of this Agreement's terms, unless in a written instrument signed by an authorized officer or agent of the appropriate party. A waiver by either party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or

condition for the future, or of any subsequent breach thereof. JMIS may terminate this Agreement, effective immediately upon delivery of written notice to Sponsor, in the event JMIS' rights agreement with University is terminated early for any reason; provided, however, JMIS shall provide to Sponsor a *pro rata* refund of any amounts paid for benefits not yet received as of the effective date of such termination. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to its conflict of law rules. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provisions as is possible that will be legal, valid and enforceable. Nothing contained herein shall be construed to imply the existence nor the creation of a partnership, joint venture, or employer and employee relationship between JMIS and Sponsor, and except as otherwise expressly provided herein, neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party. WAIVER OF JURY TRIAL: EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly-authorized officers.

**JMIS Kentucky, LLC  
Union**

  
\_\_\_\_\_  
Paul J. Archey, President

8/10/16  
\_\_\_\_\_  
Date

**University of Kentucky Federal Credit**

  
\_\_\_\_\_  
Signature of Sponsor

David Kennedy  
\_\_\_\_\_  
Name

President / CEO  
\_\_\_\_\_  
Title

8/4/16  
\_\_\_\_\_  
Date

10298045

Exhibit A

TRADEMARK