

Sponsorship Terms & Conditions

TERMS & CONDITIONS: This agreement to be a 2025 WFCU Sponsor shall become effective when it has been submitted by the sponsoring company and accepted by Worldwide Foundation for Credit Unions (“WFCU”) management. The individual signing this agreement represents and warrants that he/she/they/are duly authorized to execute this binding Contract on behalf of the sponsoring company. By signing above, the sponsoring company agrees to be bound by the terms and conditions below. The sponsoring company agrees that upon acceptance of this Contract by Worldwide Foundation for Credit Unions, with or without appropriate payment of the sponsorship fee and further action by the sponsoring company, this Contract, together with the terms and conditions below, (collectively “this Agreement”) shall become a legally binding contract between Worldwide Foundation for Credit Unions and sponsoring company (“Sponsor”).

ASSIGNMENT OF SPONSORSHIP: Event sponsorship opportunities are reserved on a first-come, first-served basis based on 1) available inventory at time of Contract receipt and sponsorship payment and 2) WFCU confirmation of reserved sponsorship. Information on sponsorship availability and benefits can be obtained by emailing MCIaccio@woccu.org. WFCU cannot guarantee that the desired sponsorship is reserved until confirmation is sent to Sponsor after receipt of Contract. If a Sponsor is acquired by another sponsor after their initial sponsorship reservation, the acquired sponsor can transfer reservation to the acquiring sponsor or retain its originally contracted name without any financial liability. WFCU cannot be held responsible for alterations to sponsorship benefits that may affect Sponsor’s deliverables. WFCU will maintain a waitlist for any Sponsor who wishes to be placed in queue for a sponsorship option already reserved by another sponsoring company. To be added to the waitlist, Sponsor shall submit a written request, to MCIaccio@woccu.org. Sponsors are added to the waitlist on a first-come, first- served basis based on date and time of email receipt by WFCU.

PAYMENTS, CANCELLATIONS & REFUNDS: Sponsor agrees to pay 100% of sponsorship total Contract fee within 30 days of invoice receipt. If this payment is not received within 30 days of invoice receipt, WFCU reserves the right to cancel the reserved sponsorship. Credit card payments can be made online using American Express, Discover, MasterCard, or Visa. Checks must be payable to Worldwide Foundation for Credit Unions and can be remitted to the following address: Worldwide Foundation for Credit Unions, Box 78974, Milwaukee, WI, 53278-8974. Must be in US Dollars and drawn on US Financial Institution. For ACH/wire payments, please send to US Bank, 1 South Pinckney Street, Madison, WI 53701 ABA Number (Domestic): 075 000 022 Swift Code (International): USBK US44 IMTBeneficiary: Account # 312 280 929 - Worldwide Foundation for Credit Unions for remittance instructions. WFCU reserves the right to hold or revoke Sponsor deliverables for any Sponsor with an unpaid balance and to instruct all official event contractors to deny goods and services.

CANCELLATION OF FULL OR PARTIAL SPONSORSHIP BY SPONSOR: Full payment is required, and no refunds will be made on cancellations of sponsorship. Sponsor may request changes or substitutions as an alternative resolution to outright sponsorship cancellation, subject to availability. WFCU does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship must be directed via email to MCiaccio@woccu.org, provided that the canceling Sponsor obtains confirmation of WFCU's receipt of the email.

CANCELLATION OR CHANGES: If for any reason beyond its control, WFCU Sponsorship must be canceled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that WFCU shall not refund any amounts Sponsor paid towards the contracted sponsorship and that all losses and damages that it may suffer as a consequence thereof its responsibility and not that of Worldwide Foundation for Credit Unions or its directors, officers, employees, agents or subcontractors. Sponsor understands that it may lose all monies it has paid to Worldwide Foundation for Credit Unions for sponsorship at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc. Sponsor, as a condition of being permitted by Worldwide Foundation for Credit Unions to be a Sponsor in the Event, agrees to indemnify, defend and hold harmless WFCU, its directors, officers employees, agents, and subcontractors from any and all loss which Sponsor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside WFCU's control. The terms of this provision shall survive the termination or expiration of this Contract.

ELIGIBILITY TO SPONSOR: Worldwide Foundation for Credit Unions reserves the right to determine the eligibility of any sponsor for inclusion in the Event and to prohibit a sponsor from conducting and maintaining a presence in the event if, in the sole judgment of WFCU, the sponsor or proposed sponsorship shall in any respect be deemed unsuitable. Sponsor's eligibility to participate in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should Worldwide Foundation for Credit Unions determine that Sponsor is no longer eligible to participate at the Event (though previously deemed eligible), WFCU may notify the Sponsor and may terminate this Contract without liability upon written notice to Sponsor. No refunds will be given.

SUBLETTING OF SPONSORSHIP PROHIBITED: Sponsor is prohibited from assigning or subletting any part or portion of the sponsorship deliverables allotted to Sponsor, nor shall it be permitted to promote or advertise any products or brands which are not a part of its own regular products, or which are not compatible with the purpose and/or character of the Event as determined by WFCU in its sole discretion. All inquiries regarding shared sponsorship (co-sponsoring) must be confirmed with Worldwide Foundation for Credit Unions to MCiaccio@woccu.org.

PROMOTIONAL ACTIVITIES: Further, Sponsor shall not engage in any promotional activities that Worldwide Foundation for Credit Unions determines to be outside the purpose and/or character of the Event as determined by Worldwide Foundation for Credit Unions in its sole discretion.

INTELLECTUAL PROPERTY MATTERS: The Sponsor represents and warrants to the Worldwide Foundation for Credit Unions that no materials used in or in connection with its sponsorship infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Sponsor), or other intellectual property rights of any third party. The Sponsor agrees to immediately notify WFCU of any information of which Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The Sponsor agrees to indemnify, defend and hold WFCU, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Sponsor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, WFCU, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Sponsors. The terms of this provision shall survive the termination or expiration of this Contract. Worldwide Foundation for Credit Unions. NAME: International Credit Union Day, WFCU and Event logo are registered trademarks. Participation by Sponsor in the Event does not entitle Sponsor to use such names or logos, except that Sponsor may reference the Event and use the Event logo with reference to Sponsor's participation as a sponsor at the Event. Participation in the Event does not imply endorsement or approval by Worldwide Foundation for Credit Unions of any product, service, or participant and none shall be claimed by any participant.

LIMITATION OF LIABILITY: Sponsor remains responsible for the safety of its property during transit to and from the Facility and related venues. Neither WFCU, its directors, officers, employees, agents, nor subcontractors, (collectively "WFCU") are responsible for Sponsor's property or any loss thereto from any cause. **SPONSOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY WFCU BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.** **INDEMNIFICATION:** Sponsor agrees that it will indemnify, defend and hold WFCU, and its respective officers, directors, employees, agents harmless from and against a) the performance or breach of this Contract by Sponsor, its employees, agents or contractors; b) the failure by Sponsor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Sponsor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of WFCU by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of WFCU. Sponsor agrees that if WFCU or Worldwide Foundation for Credit Unions is made a party to any litigation commenced by or against Sponsor, or relating to this Contract or the premises leased hereunder, then SPONSOR WILL PAY ALL COSTS AND EXPENSES, including attorneys'

fees, INCURRED BY OR IMPOSED UPON WFCU OR Worldwide Foundation for Credit Unions BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

AMENDMENTS/INTERPRETATION: Worldwide Foundation for Credit Unions reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Sponsor. Sponsor, for itself, its agents, and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. WFCU reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Sponsor, in the sole interpretation of WFCU shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of WFCU or its supporting organizations.

ENFORCEMENT/ MISCELLANEOUS: This Contract is governed by Nexus State law and the Sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in <Insert County and State> with respect to any action arising out of this Contract or WFCU or the Event. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. This Contract will be binding on the Sponsor's heirs, successors and assigns. LIMITATION OF LIABILITY IN NO EVENT SHALL THE FACILITY, INTERNATIONAL CREDIT UNION DAY, WFCU, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "Worldwide Foundation for Credit Unions PARTIES") BE LIABLE TO THE SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY SPONSOR, EVEN IF ANY OF THE Worldwide Foundation for Credit Unions PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR AGREES THAT Worldwide Foundation for Credit Unions' PARTIES' SOLE AND MAXIMUM LIABILITY TO SPONSOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE SPONSORSHIP FEE. SPONSOR AGREES TO INDEMNIFY AND DEFEND THE Worldwide Foundation for Credit Unions PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE SPONSOR FOR ANY AMOUNT BEYOND THE SPONSORSHIP FEE. FURTHER, SPONSOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY RSI PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS. PERSONAL INFORMATION CONSENT SPONSOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY WFCU: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER

INFORMATION ABOUT THE EVENT; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF Worldwide Foundation for Credit Unions IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN WFCU'S PRIVACY POLICY.