

CONFIDENTIAL

AFFINITY BANKCARD AGREEMENT

By and Between

DUKE ALUMNI ASSOCIATION, INC.

and

BANK ONE, DELAWARE, N.A.

DUKE EXHIBITS

EXHIBIT A - ROYALTIES

EXHIBIT B - DUKE MARKS

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AFFINITY BANKCARD AGREEMENT

THIS AGREEMENT ("Agreement"), is made this ___ day of April, 2003, and is effective June 30, 2003, between Duke Alumni Association, Inc., a North Carolina not-for-profit corporation having its principal office at 614 Chapel Drive, Durham, NC 27708 ("Group") and BANK ONE, DELAWARE, N.A., formerly known as FIRST USA BANK, N.A. a national banking association, having its principal offices at Three Christina Centre, 201 North Walnut Street, Wilmington, Delaware, 19801 ("BANK ONE").

RECITALS:

WHEREAS, BANK ONE desires to market BANK ONE's MasterCard® and/or Visa® or any other payment network association, credit products and related services (hereinafter referred to as "Credit Card(s)") to the Alumni, faculty, staff, donors, athletic boosters, friends, and students of Duke University (the "Group Members"); and

WHEREAS, Group is willing to make certain proprietary intellectual property and mailing lists available to BANK ONE in connection with BANK ONE's offering of Credit Card(s) to and among the Group Members, subject to the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License to Use Marks.

- (a) During the term of this Agreement, BANK ONE shall have the right and license to use the respective name, trademarks, servicemarks, copyrights and logo(s) of Group and Duke University as they now exist or as they may be modified during the term hereof (collectively, the "Marks") solely in connection with BANK ONE's marketing of Credit Cards to Group Members under this Agreement (the "Program"). Examples of the current Marks are set forth in Exhibit B attached hereto. Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by BANK ONE. Group agrees that during the term of this Agreement Group and Duke University shall not permit a competitor (major credit card issuer) of BANK ONE to use the Marks for an affinity card arrangement without prior written

consent of BANK ONE. Except for amounts paid to Group pursuant to Paragraph 6 and Exhibit A hereof, BANK ONE shall not be required to pay any additional amounts to Group in connection with the use of the Marks in conjunction with this Program. Following termination of this Agreement, Credit Card(s) and related materials issued during the term hereof may continue to bear the Marks until the expiration date displayed on the Credit Cards as of the effective date of such termination. Subject to and consistent with the rules and regulations of Visa USA, Inc. and MasterCard International, Inc., BANK ONE shall comply with the standards established by Group with respect to the form of the Marks and their usage.

- (b) Subject to the foregoing, each of the parties hereto is and shall remain the owner of all rights in and to its name and logo, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, servicemark and/or like rights pertaining thereto. Any and all rights to the Marks not herein specifically granted and licensed to BANK ONE are reserved to Group as applicable. Except as otherwise specifically provided for in Paragraph 1(a) hereof, upon the termination of this Agreement, all rights conveyed by Group to BANK ONE with respect to the use of the Marks shall cease, and all such rights shall revert to Group as applicable. Unless authorized herein, upon termination of this Agreement, BANK ONE shall have no further right to market its cardmember products using the Marks or to further utilize any promotional materials containing the Marks. However, nothing contained herein shall require BANK ONE to cancel any Account or to terminate any card issued in connection with this Agreement.

2. Mailing Lists.

- (a) Group shall provide BANK ONE with lists of Group Members, including names and U.S. residential addresses, via magnetic tape, cartridge, or other media which is mutually agreed upon (the "Lists"). The Lists shall consist of a minimum of 150,000 Group Members, eighteen (18) years of age and older, that have not notified Group of their election to exercise their rights under privacy opt-out and "do-not-solicit" and "do-not-call" provisions ("Mailable Names"). Group shall use its best efforts to provide as complete and accurate a List as possible of all Group Members. Upon BANK ONE's request, with thirty (30) days notice, Group shall provide BANK ONE with updated Lists up to four (4) times per year. Group shall provide the Lists to BANK ONE at no additional cost to BANK ONE other than the payments recited herein in Section 6 and Exhibit A. Group agrees that an essential component of the Program is Group's ability to provide Lists to BANK ONE and that, therefore, except as required by law, Group shall not modify or otherwise amend its privacy policy to prohibit Group from providing the Lists to BANK ONE or BANK ONE's designated agents as set forth in this Agreement.
- (b) BANK ONE shall use the Lists provided by Group on a basis consistent with the intent and terms of this Agreement, to market Credit Cards to Group Members,

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and to market Enhancement Products as defined in section 3(d) to Group Members who become Cardmembers. BANK ONE may solicit Group Members to become Cardmembers (as defined in Paragraph 5(b) hereof) through BANK ONE's then current marketing channels, as mutually agreed to by Group and Bank One, as often as Bank One deems reasonable up to four (4) times per year. BANK ONE shall not rent or otherwise make available such Lists to any third party (except for the purposes of fulfilling BANK ONE's obligations under this Agreement) without the express written consent of Group. The Lists provided by Group are and shall remain the sole property of Group provided they have been provided to BANK ONE by Group at no expense to BANK ONE, except to the extent that such Group names are available to BANK ONE from another source. Upon Group's request, BANK ONE will provide to Group corrected name and address information that it acquires in the course of this Program on at least an annual basis, but not more than four (4) times per year, in the same electronic format as the List was provided to BANK ONE by Group. Group shall reimburse Bank One for all costs and expenses it incurs in providing the List to Group. BANK ONE will, subject to applicable law requiring their retention, return such lists to Group or destroy them upon the termination of this Agreement. However, BANK ONE may maintain separately all information it obtains as a result of an Account relationship or an application for an Account relationship with any Group Member. This information becomes a part of BANK ONE's own files, which shall not be subject to this Agreement and will not imply or suggest any endorsement by Group.

3. Offering of Credit Cards by BANK ONE.

BANK ONE shall offer Credit Card(s) to Group Members in accordance with the following provisions:

- (a) Subject to subparagraph (c) of this Paragraph 3, BANK ONE shall, at its own expense, design and develop such marketing, promotion and solicitation materials as it deems appropriate to promote the Program among Group Members, and Group shall endorse and reasonably assist BANK ONE with the administration of such promotional and solicitation activities. BANK ONE and Group will jointly schedule and direct the solicitation of Group Members, provided, that BANK ONE reserves the right to limit its solicitation materials to those persons it selects in accordance with BANK ONE's normal credit criteria and credit practices.
- (b) Subject to federal, state and local law and any other applicable rules and regulations (e.g. MasterCard or Visa operating regulations), all approved Accounts shall receive Credit Card(s) issued by BANK ONE. Group shall have the right to approve the use of the Marks on Credit Card(s), such approval not to be unreasonably withheld. In the event of any change in the Marks, Group shall bear and promptly reimburse BANK ONE for any additional expenses incurred by BANK ONE in connection with the use of the altered Marks mutually agreed upon by BANK ONE and by Group. BANK ONE shall have the right to

designate on the reverse side of the Credit Card(s) such information as BANK ONE shall, in its sole discretion, deem appropriate.

- (c) BANK ONE shall submit to Group, for its prior approval, samples of all marketing, promotional or solicitation materials, printed or otherwise, which BANK ONE intends to utilize to market the Program to and among Group Members as well as any merchandise used to encourage individuals to apply for or use Credit Cards ("Premiums") bearing the Marks. Group shall review the content only of such materials and merchandise and not formatting or legal disclosures regarding the same and respond to BANK ONE's request for approval on a timely basis. Approval by Group of any marketing materials or merchandise submitted by BANK ONE for review shall not be unreasonably withheld. In the event Group does not respond to BANK ONE's request for approval within ten (10) business days following Group's receipt of such request, Group's approval shall be deemed granted. BANK ONE further reserves the right to communicate information to Cardmembers which it normally sends its other cardmembers and which does not utilize Group's name or logo, without the prior approval of Group.
- (d) Group shall provide Bank One the opportunity to market and Bank One may use the Lists to market other products to Cardmembers including, but not limited to, insurance, credit card registration, and other financial and non-financial products and services (collectively the "Enhancement Products"), via the usual and customary marketing channels for such products. In addition, Bank One may provide Cardmembers with access to other financial products and services offered by Bank One or through any of its affiliates.
- (e) Group will secure sponsorship (as that term is defined in the IRS tax regulations) acknowledgements in Duke football and men's basketball game programs, and in Duke women's basketball game programs, recognizing BANK ONE's support of Group and Duke. Full-page, four-color sponsorship acknowledgements will be utilized in the football and men's basketball programs, and full-page, black and white sponsorship acknowledgements will be utilized in the women's basketball programs.
- (f) Group has obtained the right for BANK ONE, at no additional cost to BANK ONE, to have access to two (2) tables at each Duke home football game in Wallace Wade Stadium or in any succeeding stadium in the event of a change, one (1) table at each of six (6) men's and four (4) women's home basketball games in Cameron Indoor Stadium or in any succeeding stadium in the event of a change, and one (1) table at all other Duke University home athletic events. BANK ONE will use these tables to increase card member sign ups. At no time will Group or Duke employees be used to staff any of these tables. Any premium items to be distributed at the sign up tables will be approved in advance by Group. In the event that any of the marketing activities set for any home Duke University athletic event would violate any current or future applicable federal or state law or

regulation, or any policy or regulation of Duke University or the NCAA, then such marketing activities shall not take place and Group agrees to use its good faith efforts to provide BANK ONE with other marketing opportunities that are not in violation of such law, regulation or policy.

- (g) Group has obtained the right for BANK ONE, at no additional cost to BANK ONE, to have access to one (1) table at the annual Krzyzewskiville student pizza party event sponsored by Group and held on the Morton Plaza (for each year that this event is held during the course of this contract). At no time will Group or Duke employees be used to staff any of these tables.
- (h) Group has obtained the right for two (2) sponsorship announcements (as that term is defined in the IRS tax regulations) for all Duke home football games at which BANK ONE signup tables are being set up. Group has obtained the right for one (1) sponsorship announcement (as that term is defined in the IRS tax regulations) for all Duke home men's and women's basketball games at which BANK ONE signup tables are being set up. These sponsorship announcements will be utilized to recognize BANK ONE's support of Group and Duke.
- (i) Group has obtained the right for BANK ONE to receive four (4) football tickets and two (2) basketball tickets to any Duke home football and home men's basketball games, which Group will provide to BANK ONE upon request. Group will make available to BANK ONE two (2) tickets to men's ACC Basketball Tournament and men's post-season basketball games.
- (j) In order to further the success of the Program:
 - (i) In the event that any of the marketing activities set forth herein violate any current or future applicable federal or state law or regulation or any policy of the Group, then Group agrees to use commercially reasonable efforts to provide BANK ONE with other marketing opportunities that are not in violation of such law, regulation or policy;
 - (ii) To use commercially reasonable marketing efforts with BANK ONE to develop, test market and offer promotions to Cardmembers, including, but not limited to, special discounts and shopping opportunities, which shall be consistent with Group's business objectives and marketing strategies;
- (k) Website Access. Group shall provide on the homepage of its current website located at www.dukealumni.com and the homepage of any future websites, an appropriate link to a BANK ONE web page in order to enable Group Members to apply for a Credit Card.

4. Direct Invitations by Group.

Upon request by Group and with prior written approval by BANK ONE, BANK ONE shall permit Group, subject to reasonable restrictions set forth by BANK ONE, to directly invite applications for Credit Cards from Group Members without the direct participation of BANK ONE ("Group Direct Promotions"). Any marketing materials utilized by Group shall be provided by BANK ONE and any Credit Card applications used for this Program must be supplied to Group by BANK ONE. Unless otherwise agreed to by BANK ONE and Group, all expenses associated with Group Direct Invitations shall be borne solely by Group. BANK ONE may, in its sole discretion, restrict or terminate Group Direct Invitations upon reasonable notice to Group.

5. Issuance of Credit Cards.

(a) BANK ONE shall issue Credit Cards to eligible Group Members in accordance with BANK ONE's standard consumer credit card issuing policies and credit practices. All decisions concerning the creditworthiness of any potential Group Member shall be made at the sole discretion of BANK ONE.

(b) Credit Cards issued by BANK ONE to approved Group Members ("Cardmember(s)") pursuant to the Program shall be governed by terms of cardmember agreements to be entered into between such persons and BANK ONE. Such cardmember agreement shall specify that the laws of the State of Delaware, and as applicable, federal law, shall govern the terms and conditions of such Account and the extension of credit by BANK ONE to the Cardmember. Notwithstanding any other limitations contained in this Agreement, BANK ONE shall have the right to amend such cardmember agreements at any time in accordance with applicable law.

(c) Group shall not possess any ownership interest in Credit Cards issued and accounts established pursuant to this Agreement (the "Accounts"). In addition, any and all outstanding balances with respect thereto (including, without limitation, all amounts owing for the payments of goods and services, periodic finance charges, late and other charges) and all records developed and retained by BANK ONE in connection therewith shall be the sole property of BANK ONE or its assigns and Group shall have no rights or interests therein.

6. Royalties.

(a) During the term of this Agreement (including any renewal terms as provided in Paragraph 13 hereof) and in consideration of the use of the Marks and the Lists and the exclusivity as set forth in this Agreement, BANK ONE shall pay to or on behalf of Group certain Account, Renewal, and Sales Royalties (collectively, the "Royalties") as set forth on Exhibit A attached hereto.

(b) Notwithstanding any of the above, BANK ONE shall not be obligated to pay any duplicate Royalties described in subparagraph 6(a) and detailed in Exhibit A in the event that the Accounts on which such Royalties are calculated represent

substitute Accounts, including, but not limited to, Accounts which are established due to the loss or theft of a Cardmember's existing Credit Card or Accounts which were established as a result of former joint Cardmembers requesting individual Accounts. In the event that Royalties are paid on any Accounts which do not remain open with charging privileges for at least 6 months following the calendar month in which they were opened by BANK ONE ("Closed Accounts"), BANK ONE shall deduct the Royalties paid on such Closed Accounts from subsequent payments.

- (c) BANK ONE shall provide Group with a reconciliation report within 60 days following the end of each calendar quarter setting forth the amount of Royalties earned by Group during such calendar quarter. Any amounts owing to Group and payable pursuant to the terms of this Paragraph 6 shall be paid to or on behalf of Group within 60 days following the end of such calendar quarter.
- (d) BANK ONE's obligation to pay any of the aforementioned Royalties shall cease immediately upon the termination of this Agreement for any reason whatsoever, provided that such Royalties shall be reconciled and paid to the date of termination.
- (e) Upon certain events of termination under section 13 of this Agreement, Group shall remit to BANK ONE the unearned portion of any Guarantee within thirty (30) days of the effective date of such termination.

7. Cardmember Statements.

- (a) Subject to reasonable space, weight, size, content, and scheduling restrictions, and upon BANK ONE's prior review and approval (such approval not to be unreasonably withheld by BANK ONE), Group may from time to time include informational inserts or statement messages in billing statements mailed by BANK ONE to Cardmembers.
- (b) BANK ONE will pay for the normal cost of mailing statement insertions as described in subparagraph 7(a) above, excluding the cost of preparing and producing the actual insert which shall be the sole responsibility of Group. In addition, if the inserts added by Group increase the postal expense incurred by BANK ONE to mail statements with such inserts, then BANK ONE shall inform Group in advance and, provided Group agrees to reimburse BANK ONE for such incremental postage expense, BANK ONE will use reasonable efforts to include such insertion.

8. Records.

During the term of this Agreement, BANK ONE agrees that it will maintain for 12 months accurate records with respect to (a) Net Retail Sales and (b) all Accounts established by BANK ONE under this Agreement. Such records shall be open for inspection by representatives of Group at such reasonable times as shall be agreed upon by BANK ONE, provided that any inspection shall be subject to such security

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procedures as BANK ONE may reasonably impose and subject to such limitations as may be required under applicable rules, regulations or statutes governing the conduct of BANK ONE's business.

9. Relationship.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

10. Confidentiality.

(a) General Confidentiality.

The parties acknowledge and agree that the terms of this Agreement and all information provided to or in connection with either party's performance under this Agreement shall be considered confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party without the prior written consent of the party providing the Confidential Information ("Disclosing Party"). Confidential Information shall include, without limitation: (i) names, addresses, and demographic, behavioral, and credit information relating to BANK ONE Cardmembers, potential BANK ONE Cardmembers or the Lists provided to BANK ONE pursuant to Paragraph 2; (ii) marketing materials, strategies and targeting methods; (iii) business objectives, assets and properties; and (iv) programming techniques and technical, developmental, cost and processing information. Unless inconsistent with the provisions of subsection (b) below, the obligations with respect to Confidential Information shall not apply to Confidential Information that: (i) either party or its personnel already know at the time it is disclosed as shown by their written records; (ii) is publicly known without breach of this Agreement; (iii) either party received from a third party authorized to disclose it without restriction; (iv) either party, its agents or subcontractors, developed independently without use of Confidential Information; or (v) either party is required by law, regulation or valid court or governmental agency order to disclose, in which case the party receiving such an order must give notice to the other party, allowing them to seek a protective order.

(b) Cardmember Privacy.

All capitalized terms used in this Section 10 and not otherwise defined shall have the meanings throughout this Agreement set forth in the Federal "Privacy of Consumer Financial Information" Regulation (12 CFR Part 40), as amended from time to time (the "Privacy Regulation"), issued pursuant to Section 504 of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 U.S.C. 6801 *et seq.*). The parties acknowledge that the Privacy Regulation governs disclosures of Nonpublic Personal Information about Consumers, including BANK ONE Customers and that Nonpublic Personal Information is

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included in the definition of "Confidential Information" in this Agreement. Group and BANK ONE each hereby agree that as the party receiving or maintaining Nonpublic Personal Information (the "Receiving Party") it shall:

- (i) Comply with the terms and provisions of the Privacy Regulation, including, without limitation, the provisions regarding the sharing of Nonpublic Personal Information;
- (ii) Not disclose or use any Nonpublic Personal Information that it obtains from the other party (the "Disclosing Party") except to carry out the purposes for which the Disclosing Party provided such Nonpublic Personal Information;
- (iii) If in the future Group requests any Nonpublic Personal Information from Bank One, Group agrees that it will comply with Bank One's Partner Security Standards in effect at that time and will permit Bank One to audit Group's operations for compliance with the same.
- (iv) Not make any changes to its security measures that would increase the risk of an unauthorized access to Nonpublic Personal Information; and
- (v) Not disclose any Nonpublic Personal Information disclosed to such party by the Disclosing Party to any other entity, without the prior written consent of the Disclosing Party.

BANK ONE shall be under no obligation to take any action, which, within its reasonable judgment, would constitute a violation of the Privacy Regulation or its internal privacy policies. With respect to Nonpublic Personal Information released to the Receiving Party by the Disclosing Party, the Receiving Party shall control access to any network or system on which Nonpublic Personal Information from Disclosing Party is stored through the use of information security measures restricting access to Nonpublic Personal Information only to those with a need to know.

- (c) The party receiving Confidential Information ("Receiving Party") shall use Confidential Information only for the purpose of performing the terms of this Agreement and shall not accumulate in any way or make use of Confidential Information for any other purpose. The Receiving Party shall ensure that only its employees, authorized agents, or subcontractors who need to know Confidential Information to perform this Agreement will receive Confidential Information and that such persons agree to be bound by the provisions of this Paragraph and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential.
- (d) Each party agrees that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event,

each party agrees that injunctive relief may be warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving Party agrees promptly to advise the Disclosing Party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and to take all steps at its own expense reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

- (e) Upon either party's demand, or upon the termination of this Agreement, the parties shall comply with each other's reasonable instructions regarding the disposition of Confidential Information, which may include return of any and all Confidential Information (including any copies or reproductions thereof). Such compliance shall be certified in writing, including a statement that no copies of confidential information have been kept.
- (f) Except as necessary for its performance under this Agreement, Group shall not use the name of BANK ONE, its affiliates or subsidiaries in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, or make any public statement relating to BANK ONE, its affiliates or subsidiaries, without the prior full disclosure of same to BANK ONE, and the prior written consent of BANK ONE.
- (g) The obligations of this Paragraph 10 shall survive the termination of this Agreement for a period of two (2) years.
- (h) Except as may be required by law, regulation or any governmental authority, neither Group, nor any of its affiliates, shall issue a press release or make public announcement or any disclosure to any third party related to the transactions contemplated by this Agreement without the prior consent of BANK ONE, which consent shall not be unreasonably withheld or delayed.

11. Representations and Warranties.

- (a) BANK ONE represents and warrants that: (i) it is a national banking association duly organized, validly existing and in good standing under the laws of the United States and (ii) the execution and delivery by BANK ONE of this Agreement, and the performance by BANK ONE of the transactions contemplated hereby, are within BANK ONE's corporate powers, have been duly authorized by all necessary corporate action, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by MasterCard or Visa), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the charter or by-laws of BANK ONE or of any agreement, judgment, injunction, order, decree or other instrument binding upon BANK ONE.

- (b) Group represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina. Group further represents and warrants that: (i) the execution and delivery by Group of this Agreement, and the performance by Group of the transactions contemplated hereby, are within Group's powers, have been duly authorized by all necessary action, do not require any consent or other action by or in respect of, filing with, any third party or any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law, regulation, or under any governing documents, charter or bylaw, or any agreement, judgment, injunction, order, decree or other instrument binding on Group and do not require the payment of any other fees or royalties, except as set forth herein, on the part of BANK ONE; (ii) it has the right to or is authorized to grant to BANK ONE the right and license to use the respective name, trademarks, servicemarks, copyrights and logos as set forth in paragraph 1 above and it is not currently aware of any claims, and is not currently involved in any litigation, challenging Group's right's to the use of the Marks; and (iii) it has the right to provide the Lists as described herein. Group represents and warrants that it has the right, power and authority to execute this Agreement and act in accordance herewith.

12. Release and Indemnification.

- (a) BANK ONE shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of Group, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any obligation of Group under this Agreement. Further, Group shall indemnify, defend and hold BANK ONE harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Group contained in Paragraph 11 above, (ii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by BANK ONE of the Marks of Group as contemplated by this Agreement, and (iii) any negligent act or omission or willful misconduct of Group or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.
- (b) Group shall not be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of BANK ONE, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any obligation of BANK ONE under this Agreement. Further, BANK ONE shall indemnify, defend and hold Group harmless from and against all claims, actions, suits or other proceedings, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or

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inaccuracy of any representation or warranty of BANK ONE contained in Paragraph 11 above, (ii) any act or omission of BANK ONE in connection with the issuance of Credit Card(s) and/or the administration of Credit Card Accounts which constitutes a violation of State of Delaware or federal banking or consumer credit laws or regulations, and (iii) any negligent act or omission or willful misconduct of BANK ONE or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

13. Term/Termination.

- (a) Subject to the provisions of subparagraphs 13(b), (c), (d) and (e) below, this Agreement shall be effective as of the date hereof and shall continue for an initial term through June 30, 2011 (the "Initial Term") from the effective date hereof. Following the Initial Term, this Agreement shall be automatically renewed for successive renewal terms of two (2) years each unless, at least 90 days prior to the termination of the Initial Term or the then current renewal term, either party shall have notified the other in writing of its decision not to renew this Agreement. Initial Term and Renewal Term are collectively referred to as ("Term"). If the terms hereof are to be amended in connection with any renewal, an appropriate addendum shall be added hereto reflecting, as applicable, the revised terms hereof.
- (b) If there is a material default by either party in the performance of the terms and conditions of this Agreement, and such default shall continue for a period of 30 days after receipt by the defaulting party of written notice thereof from the nondefaulting party (setting forth in detail the nature of such default), then this Agreement shall terminate at the option of the nondefaulting party as of the 31st day following the receipt of such written notice. If, however, the default cannot be remedied within such thirty (30) day period, such time period shall be extended for an additional period of not more than thirty (30) days, so long as the defaulting party has notified the non-defaulting party in writing and in detail of its plans to initiate substantive steps to remedy the default and diligently thereafter pursues the same to completion within such additional thirty (30) day period.
- (c) This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, in the event that the other party, or a direct or indirect holding Group of such other party: (i) shall become subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings (including, but not limited to, the takeover of such party by the applicable regulatory agency) pursuant to applicable state or federal law; or (iii) ceases to conduct its normal and customary business operations.
- (d) In the event that any material change in any federal, state or local law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either MasterCard, Visa, or any other applicable payment

association or entity, makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome or illegal, then BANK ONE shall have the right to terminate this Agreement upon 90 days advance written notice. Such written notice shall include a detailed explanation and evidence of the burden imposed as a result of such change.

- (e) In the event that any representation made by either party hereto set forth in Paragraph 11 of this Agreement shall prove to be untrue at any time during the Term of this Agreement, the other party shall have the right to immediately terminate this Agreement and all of its obligations contained herein by notice to the party making the misrepresentation.
- (f) Either party may terminate this agreement upon written notice to the other party in the event that the non-terminating party shall have suffered any material adverse change in, or material adverse effect upon, its business, operations, properties, assets, liabilities or condition (financial or otherwise) or a material impairment of its ability to perform its obligations under this Agreement (each a "Material Adverse Change").
- (g) Upon termination of this Agreement:
 - (i) Group shall promptly return to BANK ONE all take-one and other marketing materials that have been supplied to Group by BANK ONE;
 - (ii) All Accounts which have been opened pursuant to the terms hereof, together with all Accounts for which applications have been received but not yet processed by BANK ONE as of the effective date of such termination, shall remain the sole and exclusive property of BANK ONE;
 - (iii) BANK ONE shall have the right, but not the obligation, to reissue Credit Card(s) previously issued to Cardmembers pursuant to this Agreement and to issue card(s) to applicants whose applications are received after the effective date of such termination, in its own name and without any reference to Group or the Marks on such card(s); however, at the time of an account Renewal or at the time of a substitute account BANK ONE will be obliged to reissue Credit Card(s) without any reference to Group or the Marks on such cards..
 - (iv) Except as otherwise specifically set forth herein, all obligations to Group shall cease after the effective date of such termination.
 - (v) If this Agreement is terminated due to an uncured material default by BANK ONE or by either party's election not to renew this Agreement, Group shall not be required to remit to BANK ONE any unearned portion of the Advance as of the effective date of termination, if any.

14. Exclusivity.

During the term of this Agreement, BANK ONE shall have the exclusive right to offer credit and/or charge card services to Group Members, and Group agrees that during the term hereof it shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, offer or endorse, or enter into any agreement with others for the provision of, charge card, credit card or credit card related products or services to Group Members. The exclusivity provisions of this Paragraph 14 shall not serve to limit Duke University from offering charge or credit card services to its employees ("Corporate Cards" or "Procurement Cards"); or debit card services to its students and employee, nor serve to limit the Duke University Federal Credit Union (the "Credit Union") from offering any such card to its members; provided, however, that Group agrees that it will not provide the general List of Group Members to such divisions or to the Credit Union for soliciting credit card services.

15. Non-Competition.

With respect to all Accounts established pursuant to this Agreement, Group agrees that neither Group nor any entity which Group controls shall by itself or in conjunction with others, directly or indirectly, during the term of this Agreement (including any Renewal Term) and for a period of one (1) year following the termination of this Agreement for any reason whatsoever, specifically target any offer of a credit card or credit card related product to Cardmembers except as set forth in the next sentence. Group may after termination of this Agreement, offer then current Account holders the opportunity to participate in another credit card program endorsed by Group, provided Group does not make such an offer only to such Account holders, but rather as part of a general solicitation to all or substantially all Group Members and provided further no such existing Account holders are directly or incorrectly identified as cardmembers of BANK ONE, or offered incentives different from that offered to all Group Members.

16. Notices.

Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by telex, telegram, mailgram or telecopy; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to BANK ONE, to:

BANK ONE, DELAWARE, N.A.
Three Christina Centre
201 North Walnut Street
Wilmington, DE 19801
Attention: Executive Vice President Relationship Marketing

A.O.

with a copy at same address to:
General Counsel

If to Group, to:

DUKE ALUMNI ASSOCIATION, INC.
614 Chapel Drive
Box 90572
Durham, NC 27708-0572
Attention: President, DAA, Inc.

or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by telex, telegram, mailgram, telecopy or by overnight courier; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ten (10) or fewer business days, the notice shall be sent by hand delivery or telecopy.

17. Assignment.

Except with respect to BANK ONE's assignment to its affiliates, subsidiaries, or parent, any assignment by either party of that party's rights and/or obligations pursuant to the Agreement shall be subject to the prior written consent of the other party to this Agreement. In addition, and notwithstanding the foregoing, (i) BANK ONE may, without prior written consent, assign this Agreement and any of BANK ONE's rights and obligations, to any other federally regulated financial institution upon the condition that the assignee shall assume, either expressly or by operation of law, all of BANK ONE's obligations hereunder, upon the delivery of prior written notice thereof to Group; (ii) BANK ONE may, without prior notice or consent, assign its obligations regarding marketing and card acquisition to an affiliate and (iii) Group, without prior written notice or consent, may assign its rights to receive Fees and Royalties pursuant to this Agreement to a commercial lending institution which provides a credit facility to Group as collateral security for such credit facility.

18. Entire Agreement/Amendment.

This Agreement, including exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification of this agreement shall be effective unless it is in writing and executed by all of the parties hereto.

19. Non-Waiver of Default.

The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

20. Severability.

In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

21. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Limitation of Liability. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPALS, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. Provided, however, that this paragraph shall not limit the parties' obligations under paragraph 12 of this Agreement.

23. Force Majeure.

Neither party shall be liable for non-performance hereunder to the extent such performance is prevented by fire, earthquake, tornado, flood, explosion, embargo, war, terrorism, riot, governmental regulation or act, act of God, act of public enemy, or by reason of any other cause beyond such party's reasonable control (each a "Force Majeure Event"). A party's obligations to perform timely will be excused to the extent and for so long, but only to the extent and for so long, that such performance is prevented by a Force Majeure Event. During the pendency of such Force Majeure Event the other party shall be excused from performance of its obligations under this Agreement that are dependent upon the parallel performance of the non-performing party.

24. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

DUKE ALUMNI ASSOCIATION, INC.

By: M Laney Funderburk, Jr.
M. Laney Funderburk, Jr.
President

BANK ONE, DELAWARE, N.A.

By: Tim Gallagher
Tim Gallagher
Senior Vice President

J.P.

EXHIBIT A

ROYALTIES

During the term of this Agreement and any renewal terms thereof, BANK ONE agrees to pay to Group the following Royalties in conjunction with the Program, which is the subject of this Agreement.

1. One dollar (\$1.00) for each new Group Credit Card Account approved by BANK ONE pursuant to the Program which is accepted and activated by the Cardmember ("Account Royalty") and three dollars (\$3.00) for each existing active Account on such Account's annual anniversary date ("Renewal Royalty"), unless each such Account has been canceled prior to such anniversary date. For purposes of this Agreement, "Activated" shall mean that the Credit Card has been used to make a purchase of goods or services, or to complete a balance transfer, cash advance or the purchase of a cash equivalent and such Credit Card Account remains open for a period of at least six months.
2. Seventy-five hundredths of one percent (0.75%) of the amount of Net Retail Sales posted to an Account (the "Sale Royalty"). For purposes of this Agreement, "Net Retail Sales" shall mean the aggregate amount of individual purchases posted to Accounts, but shall not include the aggregate amount of (i) all refunds to Cardmember Accounts, such as credits for returned merchandise or disputed billing items, (ii) those amounts representing annual fees, finance charges and other bank fees or charges posted to Cardmember Accounts (such fees to include, but not be limited to, late fees, return check fees, overlimit fees, credit insurance premiums, cash advance fees, collection costs and administrative fees), and (iii) the amount of all balance transfers, cash advance transactions and/or cash advance transaction fees (which include the use of convenience checks). The Sale Royalty shall also exclude any Net Retail Sales posted to Accounts whose cards have been reported lost or stolen and which have not been subsequently replaced or reissued by BANK ONE.
3. Provided that this Agreement remains in effect, Group fulfills all of its obligations hereunder, and Group, within reason, approves all marketing initiatives recommended by BANK ONE, during the Renewal Term of this Agreement, BANK ONE will guarantee each year ("Guarantee") total Account Royalty, and Sale Royalty payments in accordance with the following schedule. If at any point within the term of the contract, Group exceeds the total Guarantee of thirteen million two hundred thousand (\$13,200,000.00), Group will begin earning Account, Renewal, and Sales Royalties in accordance with terms stated herein on

a quarterly basis. The Guarantee shall be repaid through Account Fees and Sales Royalties as described in Exhibit A sections 1 and 2.

Amount of Guarantee	Payment Date
\$3,500,000.00	On or before 6/26/03
\$1,450,000.00	On or before 6/26/04
\$1,375,000.00	On or before 6/26/05
\$1,375,000.00	On or before 6/26/06
\$1,375,000.00	On or before 6/26/07
\$1,375,000.00	On or before 6/26/08
\$1,375,000.00	On or before 6/26/09
\$1,375,000.00	On or before 6/26/10

J.O.

EXHIBIT B
LICENSED MARKS

[please affix]

J.D.

**SPONSORSHIP PROPOSAL BETWEEN
DUKE ALUMNI ASSOCIATION, INC. & DUKE
UNIVERSITY THROUGH DUKE ATHLETICS**

This AGREEMENT ("Agreement") is made this 31st day of March, 2003, by and between DUKE UNIVERSITY, a North Carolina nonprofit corporation through the Duke University Athletic Department ("Duke Athletics"), and DUKE ALUMNI ASSOCIATION, INC., a North Carolina nonprofit support corporation of Duke University (DAA).

WHEREAS, DAA has entered into an exclusive affinity card arrangement with BANK ONE a national banking association and

WHEREAS DAA wishes to secure certain benefits from Duke Athletics,

NOW, THEREFORE, in consideration of the premises, the receipt of ten dollars, \$10.00, and other good and valuable consideration, DAA and Duke Athletics agree as follows:

I.) PRINT

a.) **Football and Men's Basketball Game Programs** – DAA will receive a full-page, four-color sponsorship acknowledgement in a prominent position in the Duke football and men's basketball game programs. Duke Athletics produces one edition for each home football game and five editions for the men's basketball season, with over 30,000 magazines printed.

b.) **Women's Basketball Game Programs** – DAA will receive a full-page, black-and-white sponsorship acknowledgement in the Duke women's basketball game programs. Duke Athletics produces five editions for the women's basketball season, with over 10,000 magazines printed,

c.) **Sponsorship acknowledgements** for all game programs will be utilized by DAA to acknowledge BANK ONE's support of Duke and DAA.

II.) GAME DAY & EVENT PROMOTIONS

DAA, using Bank One personnel, will be allowed to work at various sporting events, in an effort to increase card member sign ups. The following opportunities will be provided each season:

a.) **Football Sign-up Tables** -- Two (2) tables at each Duke football home game to sign up fans for Duke affinity cards. The two tables will be located on the concourse

of Wade Stadium during the pre-game and home football games for the 2003 season (and each successive season under this agreement). Bank One will provide t-shirts as a promotional item to encourage fans to sign up for the cards. All premium items to be distributed at the sign up tables will be approved in advance by the Duke Sports Marketing and Promotions Office of Duke Athletics.

b.) **Basketball events** -- One (1) table at six selected men's basketball and four selected women's basketball home game to sign up fans for Duke affinity cards. The tables will be located in the Hall of Honor for the basketball games. DAA will select from a mix of non-conference, conference, and holiday basketball games from a mutually agreed upon schedule once the official schedules are released in August. Bank One will provide t-shirts as a promotional item to encourage fans to sign up for the cards. All premium items to be distributed at the sign up tables will be approved in advance by Duke Sports Marketing and Promotions Office of Duke Athletics.

III.) STADIUM PUBLIC ADDRESS ANNOUNCEMENTS

DAA will receive two (2) announcements per home football game and one (1) announcement per home basketball game (as determined in the immediately preceding paragraph) to encourage fans to sign up for the Duke cards and receive the premiums. These announcements will comply with the Internal Revenue Service requirements so as to be characterized as "sponsorship announcements."

IV.) DUKE ATHLETICS AND ALUMNI AFFAIRS PARTNERSHIP

Duke Athletics seeks an increased working relationship with Alumni Affairs through DAA. The goal is to build the bridge between the two areas of the university that will allow Alumni Affairs to be in tune with what Duke Athletics is doing and vice versa. This would include, but not be limited to, working together for various on-campus events, reunion weekend, Iron Duke/Duke Club meetings and events, providing information and cross promotional relationships, and speakers for various functions.

a.) **Duke Football Annual Promotion** -- DAA agrees to assist Duke Athletics in promoting Duke football to alumni across the state and region. DAA agrees to give Duke Athletics a half-page, full-color ad in three issues of the Duke Alumni Magazine to promote football each season. In addition, the two parties will work on a mutually agreed upon game promotion for a single game each year to encourage fans to return to that designated game (this is in addition to the Homecoming game). DAA will receive sponsorship recognition on the video board, in the game programs, and through other game promotions for this game.

b.) **Student Oriented Kville Events** -- DAA agrees to sponsor one (1) annual event with DSG for the Duke students camped out in Krzyzewskiville. DAA will pay for a big screen prior to one (1) major rivalry game (to be determined each season based on games and tenting schedule), hand out a premium item to the students, and pay for and distribute food (pizza) to the students the evening prior to that game. DAA, using Bank One personnel, may have sign-up tables on the Morton Plaza during and/or around

these events. DAA may hang its banner outside of Krzyzewskiville the night of the promotion and may utilize other means of publicity for the event.

V.) TICKETS AND HOSPITALITY

DAA will be granted a number of other benefits, including the following ticket opportunities each year of the contract:

- * Football Tickets & Parking -- DAA will be granted four (4) season football tickets for each Duke football season and one (1) priority parking pass.
- * Basketball Tickets & Parking – DAA will be granted the right to purchase two (2) men’s basketball season tickets in sold out Cameron Indoor Stadium for each basketball season and will receive one priority parking pass for each season.
- * Women’s Basketball Tickets & Parking – DAA will be granted the right to purchase four (4) reserved women’s basketball season tickets in Cameron Indoor Stadium for each basketball season and will receive one priority parking pass for each season.
- * ACC Tournament Tickets – DAA will also be granted the right to purchase two (2) tickets to each ACC Men’s Basketball Tournament and four (4) tickets to each ACC Women’s Basketball Tournament.
- * Post-season Tickets – DAA will have the right to purchase two (2) tickets to any post-season basketball games that Duke appears in depending upon the availability of tickets at each site.

VI.) COMMUNITY OUTREACH

Tickets to Special Needs Youngsters –Included in the sponsorship will be 200 tickets for area special needs youngsters to attend Duke football’s annual Education Day game. DAA will receive credit for the donation in a game program story, on public address announcements, and on the football video board at the game. Area youth directly receive the tickets from Duke.

VII. TERM

This Agreement shall be effective as of the date hereof and shall continue for an initial term through June 30, 2011 from the date hereof.

(D)


DUKE UNIVERSITY
ALUMNI AFFAIRS

January 16, 2003

Mr. James L. Steele
Vice President
Bank One Card Services
Relationship Management/University Team
Three Christina Centre
201 North Walnut Street
Wilmington, DE 19801

VIA FACSIMILE: (302) 282-8072

Dear Jim,

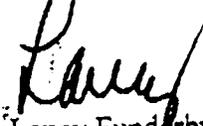
Attached are two documents/agreements to add to the contract renewal discussion:

- 1) Agreement between Duke University and Duke Alumni Association, Inc. for license to use mailing lists, trademarks; and
- 2) Sponsorship Agreement between Duke Alumni Association, Inc. and Duke Athletics.

I hope threatening winter weather will not deter our meeting tomorrow.

Best wishes.

Cordially,



Laney Funderburk
Associate Vice President and Director
Alumni Affairs

C.: David Singleton – Via Facsimile (919) 684-8725
Bert Fisher

AGREEMENT

This AGREEMENT (Agreement) is made this 16th day of January, 2003, by and between DUKE UNIVERSITY, a North Carolina nonprofit corporation (Duke), and DUKE ALUMNI ASSOCIATION, INC., a 501(c)(3) nonprofit support corporation (DAA) of Duke University.

WITNESSETH:

WHEREAS, DAA has been established to provide support for the Duke Alumni Association and various programs and activities approved by its Board of Directors; and

WHEREAS, DAA has previously entered into cooperative efforts with such outside affinity programs and service vendors as (but not limited to) Diamond-Brostrom (Wayneco), Harris Publishing Co., First USA (now Bank One), AIA, Inc. etc., to provide services for Duke University alumni, students, faculty/staff, athletic boosters, and friends; and

WHEREAS, Duke has agreed to cooperate with DAA in effecting these agreements by making available to DAA certain trademarks, trade names, and logos for use in the programs, and by granting full access to mailing lists of alumni, students, faculty/staff, athletic boosters, and friends; and

WHEREAS, Duke and DAA have an acknowledged and historical agreement of cooperation regarding the provision of affinity credit card services to alumni, students, faculty/staff, athletic booster, and friends;

NOW, THEREFORE, in consideration of the premises, the receipt of ten dollars, \$10.00, and other good and valuable consideration, the parties agree as follows:

1. Duke hereby agrees to grant DAA full access to the mailing list of names and addresses of all Duke alumni, students, faculty/staff, athletic boosters, and friends, for a period of eight (8) years renewable at the time of expiration.
2. Duke hereby licenses to DAA the right to use all Duke trademarks, trade names, and logos as deemed appropriate for each individual program and as to any affinity credit card program that license shall be exclusive to DAA.
3. Duke represents and warrants to DAA that it has full right, title, and authority to lease the mailing list and license the trademarks, trade names and logos in accordance with this agreement and for the purposes set forth herein.

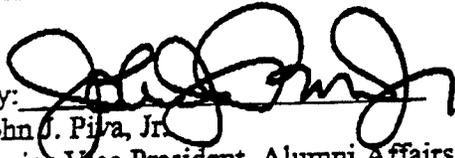
Agreement between DUKE UNIVERSITY and DUKE ALUMNI ASSOCIATION, INC.

4. Royalty income from bankcard affinity programs contracted by DAA shall be directed toward providing budgetary support for the Office of Alumni Affairs and the Duke Alumni Association.

DUKE UNIVERSITY

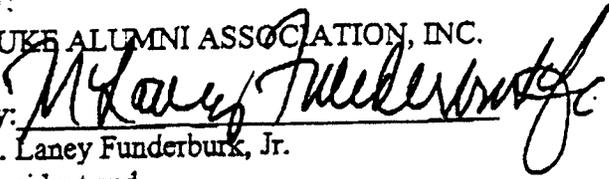
By: 

Tallman Trask, III
Executive Vice President

By: 

John J. Silva, Jr.
Senior Vice President, Alumni Affairs
and Development

DUKE ALUMNI ASSOCIATION, INC.

By: 

M. Laney Funderburk, Jr.
President and
Associate Vice President, Alumni
Affairs and Development, Duke
Duke University