

AFFINITY AGREEMENT

THIS AGREEMENT entered into this 18 day of December, 1996 by and between the INTRUST Bank, N.A. (INTRUST Card Center), herein called "ICC," and Bethel College Alumni Association hereinafter called "Group"

Whereas, ICC is a principal member of VISA, USA, Inc., hereinafter called "Visa ;" and

Whereas, ICC has established the Affinity Program, hereinafter called "Program," which offers the Group certain benefits to its alumni hereinafter called "Members;" and

Whereas, the Group desires to offer such Program to its Members.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. Solicitation of Group/Affiliate Members - Group shall deliver, at its sole cost, to ICC the name and address of each of its current Members in hard copy or on magnetic tape in a format approved by ICC. ICC shall solicit such Members and other individuals of the Group to open Visa Card accounts. ICC shall have the right to market other financial and insurance products to the Members and to all other individuals who agree to receive the benefits of the Program.
2. Approval of Accounts - All credit decisions, including but not limited to, the initial approval of accounts, the establishment of credit lines and the closing of accounts shall be within the exclusive discretion of ICC.
3. Issuance of Cards - If a Member or any other individual that is solicited is approved, ICC shall issue one or more specially designed plastic Visa Cards with Group's logo thereon, hereinafter called "Cards," to such Member or individual, hereinafter called "Cardholders."
4. Advertising and Promotion - All Program advertising and promotion literature used by ICC for the Program shall be first submitted to Group for approval. If Group does not promptly disapprove in writing the proposed literature, the use of such literature is deemed approved. All Program advertising and promotion literature developed by Group must first be submitted to ICC for its approval. All Program advertising and promotion literature used by ICC shall be prepared at the sole expense of ICC.
5. Use of Logo - Group warrants that it has the authority to license the use of the logo printed on each Card. Group hereby grants ICC the license to reproduce such logo on all Cards and promotional literature. Such license shall expire upon the termination of the

Agreement, except that ICC shall be under no obligation to reissue Cards without the logo except at the next normal reissue date of each Card.

6. Royalty to Group - ICC shall pay Group a royalty on a monthly basis in accordance with the terms set forth in Exhibit "A" attached hereto. Upon request, ICC shall provide Group with financial reports to substantiate all required payments. In the event federal or state legislation requires ICC to reduce the annual percentage rate, annual fee or additional fees charged to Cardholders, it is understood that the royalty payment set forth in Exhibit "A" will be renegotiated. If the parties fail to reach an agreement to reduce the royalty payments within 60 days after the date such federal or state legislation is signed, either party may give notice of termination of this Agreement and the provisions of paragraph 10 will apply.

7. Ownership of Accounts - All Cardholder accounts shall be owned exclusively by ICC. Except for the royalty due Group as disclosed in paragraph 6, all income and losses of the Program accounts are the property of ICC.

8. Operational and Processing Services - ICC shall provide, at its sole expense, all operation, processing and service functions on Program accounts. Group will be assigned an account representative to be the liaison between ICC and Group.

9. Indemnification - ICC agrees to use its best efforts to comply with all federal and state laws and regulations governing the issuance and operation of all Program accounts. ICC agrees to indemnify and hold Group harmless from any and all costs and expenses, including litigation costs, which may be incurred by Group arising from any Program solicitation or Card issuance by ICC.

10. Termination - This Agreement shall be effective for five (5) years from the date hereof. Thereafter, this Agreement shall be automatically renewed for periods of two (2) years unless either party gives written notice to the other party at least one hundred eighty (180) days prior to the termination date of its intent not to renew the Agreement. Notice under this Agreement shall be effective and deemed given upon the date such notice is placed in the U.S. mail, addressed as follows:

ICC: INTRUST Card Center
P. O. Box 2121
Wichita, Kansas 67201

Group: Bethel College Alumni Association
300 East 27th
N. Newton, Kansas 67117

Termination of this Agreement shall not affect any Program transaction entered into prior to the effective date of the termination. After this Agreement shall have terminated, the receivables generated by the Program shall be the property of ICC and ICC has the right to

reissue, at its sole discretion, a new credit card to any Cardholder at the normal reissue date of such Cardholder.

11. Statement Messages - Group may print statement messages on the monthly statements at no charge. The length of such messages will be limited only by computer software capacity. ICC reserves the right to pre-empt any submitted Group message and print its own message if required for legal or customer service reasons.

12. Inserts - Group may insert literature from time to time with the monthly periodic statements of Cardholders so long as such inserts meet the insert size specifications for all ICC inserts. Group is limited to one (1) insert each month. In the event Group desires additional inserts in a month, Group may make a written request and ICC will use its best efforts to accommodate Group. Such inserts shall be at the sole cost of Group and all out-of-pocket charges to ICC for such inserts shall be paid by Group to ICC. Group authorizes ICC to deduct all such expenses from the royalty due Group as set forth in paragraph 6.

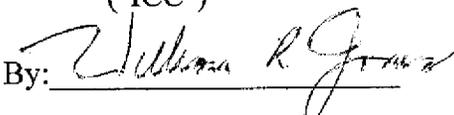
13. Account Terms - Any of the account terms for each Cardholder may be amended by ICC at any time in order to comply with federal or state legal requirements or to remain competitive in the credit card industry. Any such change must include all Program accounts.

14. Exclusivity - ICC is granted the exclusive right to issue credit cards on behalf of the Group. Group shall not permit nor authorize any other credit card issuer, promoter, facilitator or agent to solicit or issue credit cards on behalf of the Group, or in the name of the Group, or on behalf of any affiliate of the Group.

15. Applicable Law - This Agreement shall be governed by the laws of the State of Kansas.

16. Binding Effect - The rights and obligations of the parties to this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, personal representatives, successors and assigns of the parties.

INTRUST BANK, N.A.
INTRUST CARD CENTER
("ICC")

By: 

Title: Senior Vice President

BETHEL COLLEGE ALUMNI
ASSOCIATION

By: 

Title: Director of Alumni Relations

EXHIBIT A

BETHEL COLLEGE ALUMNI ASSOCIATION

CARD STRUCTURE:

- ♦ No annual fee if the card is used once in a 12 month period and the account is in good standing.
 - ♦ 16.8 annual percentage rate.
 - ♦ 25 day free period on cash and merchandise.
 - ♦ Late payment fee of 5% or \$25, whichever is less.
 - ♦ Over-the-limit fee of \$10.
 - ♦ Cash advance fee of 2% of the amount of the advance.
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- ♦ **Default Pricing:** If the card is not used once in a 12 month period or is two-cycle delinquent the annual fee will be \$18 and the annual percentage rate will be 18%. If the account is closed the annual percentage rate will be 18%.

COMMISSION:

- ♦ .35% (.0035) of net retail sales.