

**CONSUMER BANKCARD  
AFFINITY AGREEMENT  
NORTHWESTERN UNIVERSITY**

This AFFINITY AGREEMENT (the "Agreement") is made as of August 17, 2006 by and between Northwestern University, a non-profit corporation ("Northwestern") with its principal place of business at 633 Clark Street, Evanston, Illinois 60208 and GE Money Bank, a federal savings bank ("Bank"), with its principal place of business at 4246 South Riverboat Road, Suite 200, Salt Lake City, Utah 84123-2551.

Northwestern and Bank wish to establish a co-branded credit card program to be made available to qualified Northwestern alumni and other university-related constituencies on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the following terms and conditions, and for good and valuable consideration the receipt of which is hereby acknowledged, Bank and Northwestern agree as follows:

**ARTICLE 1  
ADMINISTRATION OF THE AFFINITY PROGRAM**

**Section 1.1 Scope of Affinity Program.**

(a) Bank and Northwestern are entering into this Agreement to establish a co-branded revolving consumer bankcard credit program, which will be made available as of December 1, 2006 (the "Program Commencement Date") to the Program Participant Pool (as defined in Section 1.1(c) below), as well as any other constituencies mutually agreed to by the parties. Such credit card program (as more fully described in Section 1.1(b) below, the "Affinity Program") is intended for use by qualifying individuals in the Program Participant Pool for financing purchases of personal, family and household products and services from merchants ("Participating Merchants") participating in the Mastercard® interchange system (such interchange system is hereafter referred to as the "Association").

(b) Under the Affinity Program, Bank shall (i) issue credit cards ("Credit Cards") and extend open-end, revolving consumer credit to qualifying individuals in the Program Participant Pool (as defined below) who enter into a credit card agreement (a "Cardholder Agreement") with Bank (each a "Cardholder," and collectively, the "Cardholders"), (ii) authorize transactions for the credit accounts established by Bank pursuant to the Cardholder Agreements ("Accounts"), (iii) administer the Accounts, including billing and collections with respect thereto, and (iv) coordinate, implement and make available to the Program Participant Pool and Cardholders all promotions and solicitations of the Affinity Program and the Accounts, including the Loyalty Program contemplated by Section 1.4(c) below.

(c) For purposes of the Affinity Program, the "Program Participant Pool" means, collectively, the following constituencies: each (1) senior undergraduate student then enrolled with Northwestern, (2) graduate student then enrolled with Northwestern, (3) alumnus of Northwestern, (4) staff member then employed by Northwestern, (5) faculty member then employed by or under contract with Northwestern, and (6) parent of each undergraduate student (and the name of the corresponding student).

**Section 1.2 Northwestern To Provide Certain Contact Information.**

(a) During the Term (as defined in Section 4.1 below), Northwestern shall provide to Bank the following information at the following times:

(i) On the Program Commencement Date, a data file containing the name, and either (or both if available) the telephone number or e-mail address (collectively, "Contact Information") for each alumnus of and charitable donor to Northwestern to the extent permitted by law

(provided, that Bank will (x) comply with any request from any alumni or donor that they not be contacted by Northwestern or Bank, and (y) check the names included in the Contact Information against the "National Do Not Call List" and comply with all such requests); and

(ii) Not less than five (5) times during each twelve month period between the anniversaries of the Program Commencement Date (each such period, a "Program Year") as reasonably requested by Bank, an updated data file for each information category in clause (a)(i) above.

Each data file containing Contact Information is referred to herein as a "Northwestern Contact List". All Northwestern Contact Lists shall be provided to Bank by Northwestern at no additional cost to Bank. Without otherwise derogating from Northwestern's obligations under this Section 1.2(a), Northwestern shall only be required to provide Bank with the Contact Information actually in its files at the time a particular Northwestern Contact List is delivered to Bank and shall have no obligation to include any party which has requested that they not be contacted by Northwestern or with respect to whom applicable law precludes such disclosure. Northwestern hereby represents and warrants to Bank on a continuing basis during the Term that (w) it is Northwestern's customary practice to obtain and retain in its files accurate Contact Information for its alumni and donors and to periodically update such information in the ordinary course, (x) Northwestern has only included Contact Information in each Northwestern Contact List supplied to Bank that is in compliance with FERPA and applicable law (and Northwestern shall not knowingly include information pertaining to individuals younger than eighteen (18) years of age), (y) it has the right to provide the Northwestern Contact Lists as provided for herein, and (z) except for possible listing on the "National Do Not Call List", there are included within the initial Northwestern Contact List to be delivered to Bank pursuant to Section 1.2(a)(i) not less than one hundred thousand (100,000) names of alumni and donors not subject to any call or similar contact restrictions. The data file for such Northwestern Contact Lists shall be transmitted according to Exhibit A: Secure Protection and Handling of Data (and, in any case, such data file shall be accompanied by a file layout).

(b) Northwestern further represents and warrants to Bank as of the date hereof that it is an institution of higher education required to comply with the Family Educational Rights and Privacy Act ("FERPA"). To the extent that, during the Term, Northwestern implements a privacy policy applicable to any Contact Information or similar information set forth on any Northwestern Contact List (each such policy or information disclosure restriction, a "Northwestern Privacy Disclosure" and collectively, the "Northwestern Privacy Disclosures"), such Northwestern Privacy Disclosures shall properly disclose in compliance with applicable law Northwestern's intention to transfer such data to Bank and the purposes for which such data transfer is being made, as set forth herein (and Northwestern shall not thereafter, during the Term, modify any such Northwestern Privacy Disclosures in a manner that would preclude or limit Bank's use of the Contact Information as contemplated hereby unless required to do so by applicable law).

(c) Until the Final Liquidation Date (as defined in Section 4.4), Northwestern shall forward to Bank promptly upon receipt, a copy of any communication from a Cardholder relating to such person's Account or from any governmental entity pertaining to the Program.

(d) Bank shall (i) use the Northwestern Contact Lists solely on a basis consistent with the intent and terms of this Agreement, i.e. to market and service Credit Cards, Accounts, the Cardholder Loyalty Program, and additional products and services as contemplated in Section 2.3(c), (ii) in addition to the requirements imposed in this Section 1.2(d), maintain such Northwestern Contact Lists in confidence in accordance with the terms of Section 6.2, and (iii) not rent, disclose or use, or permit any third party handling of such Lists to use, them for any other purpose. The Northwestern Contact Lists are and shall remain the sole property of Northwestern, except to the extent that corresponding Contact Information is acquired by Bank from another source. Bank will, subject to applicable law requiring their retention, return such lists to Northwestern or destroy them upon the termination of this Agreement. However, Bank may maintain separately all information which it obtains as a result of an Account relationship or an application for an Account relationship with any individual on any such Northwestern Contact List, including for the purpose of servicing the Accounts. Such Bank-developed information shall become property of Bank.

(e) Bank will provide to Northwestern following the end of each calendar quarter during the Term with a list containing the name, city and state of each Program Participant Pool member who has an open Account under the Program; provided, that Bank shall have no obligation to provide the name of any Cardholder if doing so would violate applicable state or federal law or the provisions of Appendix A hereto (e.g., in any situation in which the Cardholder has opted out of such a use or has failed to opt in to such a use of his or her Cardholder Information). The provisions of Appendix A and Section 6.2 shall apply to all such information received by Northwestern pursuant to this Section 1.2(e). Bank shall also comply with the provisions of Appendix A.

### **Section 1.3 License to Use Northwestern Marks.**

(a) During the Term, Northwestern hereby grants to Bank the right and license to use only the trademarks, trade names and service marks of Northwestern identified as numbers 1, 2, 5, 6, 7 and 24, the marks "Northwestern", "Northwestern University", and "NU" found under the verbiage category set forth in Exhibit "B" hereto, as well as the Northwestern Alumni mark set forth in Exhibit "B" (together with any replacements thereof, collectively, the "Marks"), solely in connection with Bank's establishment, administration and marketing of the Affinity Program, including Credit Cards, Accounts and the Cardholder Loyalty Program (as defined in Section 1.4(c) below) to Cardholders and the Program Participant Pool. Bank shall follow the guidelines for use of the Marks set forth in Exhibit "B" in connection with the Program. Northwestern hereby agrees that, subject to the pre-approval provisions of Section 1.4(e), the Marks may be used on any Credit Cards, marketing and advertising materials which are used to promote the Credit Cards, Accounts and/or the Cardholder Loyalty Program, as well as merchandise used to encourage individuals to apply for or use Credit Cards ("Premiums"). If from time to time prior to the expiration of the Term, Northwestern should change any of the Marks, Northwestern agrees to promptly inform Bank thereof and, at either party's election, Bank and Northwestern shall cooperate in a timely and cost efficient manner to make the appropriate changes and additions to the Credit Cards and such Program-related documentation that includes the Marks; provided, that (i) any costs associated with making or directing the making of such changes and additions shall be borne by the party electing to make such changes, and (ii) Northwestern may not, during the Term, make such an election with respect to the use of the Marks applicable to the Affinity Program more often than once every two (2) calendar years. Except for the Guaranteed Royalty Fee and the Bounty, if applicable (as set forth in Sections 2.2(a) and (b)), Bank shall not be required to pay any additional amounts to Northwestern, or on account of Northwestern, in connection with the use of the Marks in conjunction with this Affinity Program.

(b) Northwestern represents and warrants to Bank that (i) Northwestern or an affiliate of Northwestern owns the Marks to be used in the Affinity Program, (ii) Northwestern has the right to grant the foregoing license, and (iii) Bank's use of the Marks in conformance with the provisions of this Agreement and the Affinity Program shall not result in any claim of infringement against Bank.

(c) Subject to Section 1.3(a), 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, service mark and/or like rights pertaining thereto. Any and all rights to the Marks not herein specifically granted and licensed to Bank are reserved to Northwestern. Except as otherwise specifically provided for in Section 4.3 hereof, upon the termination of this Agreement, all rights conveyed by Northwestern to Bank with respect to the use of the Marks shall cease, and all such rights shall revert to Northwestern. Upon termination of this Agreement, Bank shall have no further right to market, advertise, or sell any products or services using the Marks or to further utilize any promotional materials containing the Marks; provided, that, except as set forth in Section 4.3, nothing contained herein shall require Bank to cancel any Account or to terminate any Credit Card issued in connection with this Agreement.

(d) Bank acknowledges Northwestern's ownership of the Marks, and agrees that any copyright or other intellectual property rights associated with the use of the Marks shall inure to the sole and exclusive benefit of Northwestern.

**Section 1.4 Materials for and Promotion of the Affinity Program.**

(a) Subject to the pre-approval provisions of Section 1.4(e), Bank shall each Program Year, at its own expense, design and develop such marketing, promotion and solicitation materials (which promotional and solicitation materials specifically exclude the Standard Program Materials (as defined in Section 1.4(d)) as it deems appropriate to promote the Affinity Program, Accounts and the Cardholder Loyalty Program among Cardholders and individuals within the Program Participant Pool. Bank will schedule and direct the solicitation of such individuals (provided that Bank shall coordinate the distribution of Direct Mail Solicitations (as defined in Section 1.5) through Northwestern to the extent provided for in Section 1.5); provided, that Bank reserves the right to limit its solicitation materials to those persons deemed by it to be creditworthy in accordance with Bank's normal credit criteria and credit practices. Bank may solicit individuals within the Program Participant Pool to become Cardholders through Bank's then current marketing channels as often as it deems reasonable, (except for Direct Mail Solicitations, which shall be subject to the frequency limitations set forth in Section 1.5). Without limiting the foregoing, Northwestern acknowledges and agrees that Bank intends to promote the Affinity Program and to solicit individuals in the Program Participation Pool (except for such individuals who have elected to be excluded from such solicitations as contemplated by Section 1.2(a)) through, e-mail, direct mail, website solicitations, telemarketing (provided that (x) the parties shall jointly establish prior to the end of each Program Year (or prior to the Program Commencement Date with respect to the first Program Year) a schedule for telemarketing solicitations, which schedule may be subject to blackout periods reasonably requested by Northwestern (*i.e.*, during Northwestern alumni fund drives), and (y) Bank shall not call any individual within the Program Participant Pool if such person has requested that they not be called), alumni communications and via on-campus events such as home athletic events. Northwestern shall reasonably cooperate with Bank to facilitate Bank's effectuation of the foregoing marketing channels, including, without limitation, by providing

(i) a prominent link on its internet website in accordance with specifications provided by Bank that will link to Bank's website for purposes of allowing individuals within the Program Participant Pool to apply on-line for an Account,

(ii) prominent booth or tabling space at the "Alumni Tailgate" tent for each Northwestern home football game,

(iii) other prominent, mutually agreeable, promotional capability, including (x) ~~booth or tabling space at three (3) locations within the stadium for each Northwestern home football game, and (y) public address announcements at each Northwestern home football game regarding the Affinity Program and the location of such booths or tables, and~~

(iv) four (4) season tickets, plus one (1) parking pass to Bank for Northwestern football games,

(v) prominent booth or tabling space at four (4) Northwestern home basketball games (the specific games to be mutually agreeable to both Bank and Northwestern), and

(vi) a featured position (at no cost to Bank) in the alumni "house ad" included in the Northwestern alumni publication twice each year.

Northwestern shall not be required to incur any material costs in connection with such cooperation.

(b) Northwestern may from time to time request that Bank participate in or conduct a specified marketing or promotional event and Bank shall reasonably consider each such request, subject to a mutually satisfactory allocation of the cost attendant thereto between the parties.

(c) Bank shall develop a consumer value proposition that will encompass a rewards program for qualified purchases undertaken by Cardholders on their Credit Cards (the "Cardholder

Loyalty Program”). The Cardholder Loyalty Program will be points-based and will permit the Cardholder to redeem points against a range of redemption offers with differing points levels. All terms and conditions applicable to the Cardholder Loyalty Program shall be established, and may be amended from time to time, by Bank in its discretion; provided, that Bank shall consult with Northwestern’s Relationship Manager (as defined in Section 1.6) regarding the establishment of the Cardholder Loyalty Program and any material amendments thereafter proposed by Bank. Bank shall bear all costs and expenses associated with the Cardholder Loyalty Program. Certain of the initial terms for the Cardholder Loyalty Program are set forth on Schedule 1.4(c).

(d) In consultation with Northwestern, Bank shall provide a design for the Credit Cards to be reviewed and approved by Northwestern in accordance with Section 1.4(e). Subject to the provisions of Section 1.4(e) below, as applicable, Bank shall produce and distribute at its own expense Credit Cards, Credit Card mailer forms and billing statements, as well as Account application forms, Cardholder Agreements, and other standard Affinity Program materials (collectively, the “Standard Program Materials”). Bank shall also provide at its own expense “point of contact” materials for use by Northwestern from time to time (as used herein, “point of contact” materials means promotion or solicitation materials that are meant for display and use by Northwestern at mutually agreeable events at which individuals which are part of the Program Participant Pool are expected to attend). Northwestern shall deploy and use such point of contact materials as reasonably requested by Bank.

(e) Northwestern shall have the right to review and approve the use of the Marks on the Credit Card and approve the front design of the Credit Card, such approval not to be unreasonably withheld or delayed. Bank shall have the right to designate on the reverse side of the Credit Card such information, as Bank shall, in its sole discretion, deem appropriate; provided, that Bank shall provide to Northwestern such designated content at the same time as Bank provides the design for the front of the Credit Card. Northwestern shall also have the right to review and approve the use of the Marks on the other Standard Program Materials, which approval shall not be unreasonably withheld or delayed, and such Program Materials shall be used by Bank in all material respects as approved by Northwestern; provided, that once such approval is received, and in the absence of a material alteration thereto by Bank, no further review or approval shall be required for the continued use (including re-printing and re-distribution) of such Standard Program Materials by Bank. Bank shall also submit to Northwestern all proposed advertising and promotional materials contemplated by Section 1.4(a), as well as Premiums, with respect to which the Marks will be used. Northwestern shall review such materials and merchandise and respond to Bank’s requests for approval within ten (10) business days (or such approval shall be deemed given) and Northwestern’s approval thereof shall not be unreasonably withheld (Bank acknowledges that Northwestern will solicit input from its trademark licensing manager with respect to the approval of Premiums). The foregoing to the contrary notwithstanding, Bank may use the Marks to communicate information to any Cardholder or group of Cardholders, as the case may be, so long as such use is limited to the extent necessary to identify the Affinity Program or such Cardholder(s) Account as the subject of any such communication.

**Section 1.5 Direct Mail Solicitations.** During the Term, Bank and Northwestern shall coordinate the preparation and distribution of direct mail solicitations to individuals in the Program Participant Pool (each, a “Direct Mail Solicitation”) as follows:

(a) Bank shall notify Northwestern in writing (a “Mailing Notice”) not less than sixty (60) days prior to the date on which a proposed Direct Mail Solicitation is to be completed by Northwestern. Subject to the Direct Mail Solicitation frequency limitations set forth in Section 1.5(f) below, such notice shall identify the applicable segments of the Program Participant Pool (e.g., graduate students, alumni, faculty) with respect to which such Direct Mail Solicitation is to be sent (collectively, the “Mailing Population”). Bank shall also include with such Mailing Notice, a sample of the solicitation materials to be included in such Direct Mail Solicitation (Northwestern shall review and respond to such sample materials to the extent contemplated (including within the ten (10) day period set forth) in Section 1.4(e)).

**(b)** Promptly following receipt of a Mailing Notice from Bank (but in no event later than fifteen (15) days thereafter), for each Direct Mail Solicitation, Northwestern shall review its records and provide to Bank the number of individuals within the applicable Mailing Population (which, in each case, shall include all individuals in Northwestern's files within each identified segment, except those individuals which have notified Northwestern of their election to be excluded from such solicitations or the solicitation of whom is otherwise prohibited by applicable law). Northwestern represents and warrants to Bank as of the Program Commencement Date that, there are included within the Program Participant Pool not less than one hundred twenty five thousand (125,000) eligible Northwestern alumni and charitable donors (without duplication) with respect to whom Direct Mail Solicitations may be sent. Not more than twenty (20) days after providing Bank with the Mailing Population number, Northwestern shall send to the Mailing Agent the name and address contained in its files for each individual in such Mailing Population. Northwestern shall provide such information in a format acceptable to the Mailing Agent.

**(c)** Not later than thirty (30) days after Bank receives from Northwestern the number of individuals within the applicable Mailing Population, for each Direct Mail Solicitation, Bank shall distribute to the Mailing Agent (as defined in Section 1.5(h) below), the solicitation materials to be included in such Direct Mail Solicitation (which Bank shall have placed in sealed mailing envelopes with proper postage applied). Bank shall notify Northwestern not less than three (3) business days prior to such distribution to the Mailing Agent.

**(d)** Upon receipt of Bank's notice pursuant to Section 1.5(c), Northwestern shall notify the Mailing Agent of Bank's distribution of such materials and shall direct the Mailing Agent to apply the name and address of each individual within the Mailing Population to the solicitations and to place such solicitations into the mail within five (5) days after receipt thereof from Bank. Northwestern shall also direct the Mailing Agent to prepare a returned mail file for each Direct Mail Solicitation setting forth the number of solicitations returned as undeliverable and to provide such information directly to Bank and Northwestern.

**(e)** Bank and Northwestern shall develop (and may amend from time to time by mutual agreement) an oversight protocol, reasonably acceptable to both parties, to be applied to the Mailing Agent's responsibilities in connection with Direct Mail Solicitations (which protocol shall include, among other Mailing Agent attributes, reviews of quality, accuracy, timelines and security). Without limiting Northwestern's right at any time to review the performance of the Mailing Agent, with respect to any Direct Mail Solicitation, Northwestern shall, at Bank's request, conduct a review of such Direct Mail Solicitation applying the mutually developed review protocol. In conducting such review, Northwestern shall apply the same level of diligence as it applies to the conduct of reviews of its own security procedures (as contemplated by Exhibit A). Northwestern shall promptly provide to Bank the results of such review; provided, that such results may be in an aggregated format and need not disclose any personally identifiable information about individuals within the Mailing Population. Northwestern further acknowledges and agrees that Bank may include in the solicitation materials it sends to the Mailing Agent a number of pre-addressed solicitations directed to Bank-selected individuals for use as a control mechanism to check the Mailing Agent's compliance with Northwestern's mailing instructions regarding timing of the particular solicitation. If the results of either Northwestern's review or Bank's control population indicate that the Mailing Agent is not timely or completely effectuating any Direct Mailing, or such results indicate that the Mailing Agent's security procedures or print quality or completeness are substandard (as reasonably determined by either Bank or Northwestern), Bank may require Northwestern, or Northwestern may elect, to select a new Mailing Agent for purposes of conducting Direct Mail Solicitations required under this Agreement only.

**(f)** Bank acknowledges and agrees that, unless otherwise agreed to in writing by Northwestern, Bank may not direct Northwestern to conduct more than one (1) Direct Mail Solicitation to each of the following constituencies within the Program Participant Pool during any Program Year: (i) graduate students, (ii) senior undergraduate students, (iii) faculty and (iv) staff members. Bank may direct Northwestern to conduct Direct Mail Solicitations with respect to Northwestern alumni, donors and parents of Northwestern students as often as it deems reasonably appropriate.

(g) For each Direct Mail Solicitation, Bank shall reimburse Northwestern in an amount up to 0.04 Dollars (\$0.04) per piece, or a higher amount if such higher amount is consistent with competitive pricing available from comparable vendors, for the actual amount Northwestern paid to the Mailing Agent for such solicitation. Bank shall pay such reimbursement amount within forty-five (45) days following receipt of an invoice from Northwestern.

(h) As used above, the following terms have the following meanings: "Mailing Agent" means an entity selected by Northwestern that is responsible for properly addressing the solicitation materials provided by Bank for each Direct Mail Solicitation and delivering such materials to the United States postal service on Northwestern's behalf. On or before the Program Commencement Date, Northwestern shall select a Mailing Agent in its reasonable discretion and shall notify Bank of the identity of such initial Mailing Agent. Northwestern shall notify Bank if, in its reasonable discretion, Northwestern selects an alternative Mailing Agent.

**Section 1.6 Relationship Managers.** Bank and Northwestern shall each designate one employee (with sufficient authority to facilitate decision-making on behalf of Bank and Northwestern, respectively, and with sufficient knowledge and experience to effectively and efficiently manage the relationship contemplated hereby) who shall be charged with day-to-day administrative responsibility for the Affinity Program (each, a "Relationship Manager") during the Term, and who shall make available a sufficient amount of his or her working time, attention, skill, and efforts necessary to furthering the interests of the Affinity Program. Either party may replace its Relationship Manager at any time upon notice to the other party, so long as the replacement Relationship Manager meets the foregoing qualifications.

## ARTICLE 2 BANK TO EXTEND CREDIT; AFFINITY PROGRAM ECONOMICS

### Section 2.1 Bank to Issue Credit Cards.

(a) Bank shall issue Credit Cards in connection with the Affinity Program in accordance with all applicable laws. Subject to federal, state and local law and any other applicable Association rules and regulations, during the Term, each Program Participant Pool member approved for an Account shall receive a Credit Card(s) issued by Bank. The right of any Cardholder to receive credit on such person's Account shall be governed by the terms of the applicable Cardholder Agreement between Bank and such Cardholder. ~~Bank may from time to time, in its discretion, amend the Cardholder Agreements. Bank shall be entitled to retain for its own account all finance charges, late fees, returned check charges, other fees and charges of any type and all other amounts owing from or paid by Cardholders under the Affinity Program. Bank shall also be entitled to all bankcard interchange revenue received by Bank.~~

(b) In connection with the issuance of Credit Cards and the extension of credit to Cardholders,

(i) Bank shall establish (and may modify from time to time), in its discretion (x) the ordinary finance charge rates applicable to credit extended to Cardholders, and (y) all other terms upon which credit will be extended to Cardholders; and

(ii) Bank shall establish (and may modify from time to time), in its discretion, the credit criteria to be used for evaluating applications and charges submitted under the Affinity Program; apply such criteria to approve or decline applications received, establish Accounts, assign credit lines, evaluate for authorization incoming charges made by Cardholders; establish and enforce customer servicing policies and collection procedures, and decide when to terminate or suspend any Cardholder's credit privileges.

## **Section 2.2 Guaranteed Royalty Fee; Bounty.**

(a) In consideration of the use of Northwestern's Marks and the Northwestern Contact Lists and the exclusivity provisions set forth in this Agreement, Bank shall pay to Northwestern within sixty (60) days after the Program Commencement Date, the initial annual installment of the "Guaranteed Royalty Fee" in the amount of Four Hundred Twenty Eight Thousand Five Hundred Seventy Two Dollars (\$428,572) (the "Guaranteed Royalty Fee Amount"). Within thirty (30) days after the beginning of each subsequent Program Year during the initial Term, and provided that no event has occurred which would allow Bank to terminate this Agreement under Section 4.2, Bank will pay to Northwestern an additional annual installment of the Guaranteed Royalty Fee equal to such Guaranteed Royalty Fee Amount. All such payments by Bank shall be made by check payable to Northwestern University sent by certified mail to Executive Director, Northwestern Alumni Association, 1800 Sheridan Road, Evanston, Illinois 60208. Bank's obligation to pay any Guaranteed Royalty Fee to Northwestern shall cease immediately upon the termination of this Agreement. Without limiting the foregoing, if, during any Program Year, Bank elects to terminate the Agreement under any of Sections 4.2(a) or (b), then Northwestern shall repay the "Unamortized Guaranteed Royalty Fee Amount" for such Program Year. As used in this Section, "Unamortized Guaranteed Royalty Fee Amount" means, on any date, an amount equal to (x) one-twelfth ( $1/12^{\text{th}}$ ) of the Guaranteed Royalty Fee Amount paid by Bank to Northwestern at the beginning of such Program Year, *multiplied by* (y) the number of months, if any, rounded up to the next integer, remaining before the end of such Program Year.

(b) Within thirty (30) days after the end of each calendar month during the initial Term, and provided that no event has occurred which would allow Bank to terminate this Agreement under Section 4.2, Bank shall pay to Northwestern an amount equal to the product of (i) \$35.00 (the "Bounty"), and (ii) the number of Accounts on which the first purchase transaction financed on such Account occurred during such calendar month; provided that, (x) for the Bounty to apply to an Account, such first purchase transaction must occur within sixty (60) days after the issuance of the Credit Card for such Account, and (y) Bank's obligation to remit any Bounty payment to Northwestern under this Section 2.2(b) shall not arise until the first calendar month after the Program Commencement Date in which there are at least twenty thousand (20,000) Eligible Active Accounts in the Program (and shall only apply to Accounts in excess of such number). For the avoidance of doubt, Northwestern shall be entitled to receive only one payment with respect to any given Account. As used in this Section, "Eligible Active Accounts" means, as of the last billing cycle for any calendar month, those Accounts (I) on which a purchase transaction occurred within the ninety (90) day period immediately preceding such last billing cycle, and (II) ~~the charging privileges for which were not subject to suspension for any reason.~~

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## **Section 2.3 Ownership of Accounts, Account Documentation, Lists, Etc.**

(a) Bank is the sole and exclusive owner of all Accounts and related information, including, without limitation, all applications, Cardholder Agreements, charge transaction data, charge slips, credit slips, credit information and documents or forms of any type and in any media relating to the Affinity Program (collectively, the "Account Documentation"), and is entitled to receive and deposit to its own account all payments made by Cardholders on Accounts. Bank is also the sole and exclusive owner of all lists of applicants, Cardholders and authorized Credit Card users (including, without limitation, names, addresses, and related credit information). Each list which (a) consists solely of the names and addresses of Cardholders and not other individuals on any Northwestern Contact List, or (b) identifies or provides a means of differentiating Cardholders from other individuals on any Northwestern Contact List shall be referred to herein as a "Cardholder List." Northwestern acknowledges that it has no right, title or interest in any Accounts or Account Documentation or in any proceeds thereof or in any Cardholder List. Northwestern further acknowledges that no Cardholder List or any of the Account Documentation will be deemed to be Confidential Information of Northwestern for purposes of Section 6.2 hereof.

(b) Notwithstanding Section 2.3(a), Bank acknowledges and agrees that it has no ownership interest in any Northwestern Contact List.

(c) Bank may use the Cardholder List to solicit Cardholders for and offer to Cardholders (or arrange for a third party to solicit and/or provide) financial or credit products and services offered by Bank or its affiliates or such other products and services as Bank may reasonably determine; provided, that Bank may not use the Marks in any such solicitations. Bank may process charges for products and services marketed by Bank or third parties to Cardholders to their respective Accounts. Northwestern will have no rights with respect to any proceeds of such additional products and services.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES

**Section 3.1 General Representations and Warranties.** Each party makes the following representations and warranties to the other party on a continuing basis during the Term: (a) such party (i) is an entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; and (ii) has the requisite power and authority and the legal right, without violating its organizational documents, or any agreement with any third party or any applicable law, rule, regulation or governmental or judicial decree, to conduct its business as presently conducted and hereafter contemplated to be conducted and to execute, deliver and perform this Agreement; (b) this Agreement has been duly executed and delivered by such party, and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; (c) all information furnished by such party to the other for purposes of or in connection with this Agreement is and will be true and correct to the best of such party's knowledge in all material respects and, to the best of such party's knowledge, no such information omits or will omit to state a material fact necessary to make the information so furnished not misleading; and (d) there is no fact known to such party (including, without limitation, threatened or pending litigation) that such party has not promptly disclosed to the other and that could materially and adversely affect the financial condition, business, property, or prospects of such party.

### ARTICLE 4 TERM/TERMINATION

**Section 4.1 Term.** The term of this Agreement shall continue until the seventh (7<sup>th</sup>) anniversary of the Program Commencement Date (the "Term"), unless prior to such date the parties shall have mutually agreed in writing to an extension thereof.

**Section 4.2 Termination.** Notwithstanding anything in Section 4.1 to the contrary, this Agreement may be terminated prior to the end of the Term as provided below:

(a) By either party (i) upon sixty (60) days prior written notice, if the other party materially breaches this Agreement and fails to cure such breach within 30 days following the delivery of such notice, or (ii) upon prior written notice to the other party if any representation, warranty or statement, made, delivered or deemed made by the other party shall prove not to have been true and correct in all material respects as of the date when made, delivered or deemed made.

(b) By either party upon written notice to the other party, if the performance by the other party of its obligations under this Agreement is prevented or materially impeded, without ability to cure, for a period of not less than sixty (60) consecutive days by a Force Majeure Event. As used in this Section, "Force Majeure Event" means any of the following: (i) acts of God, fire, earthquake, explosion, accident, war, terrorist attack, nuclear disaster, riot or other event beyond a party's reasonable control, rendering it illegal or impossible for such party to perform its contractual obligations under the terms of this Agreement, or (ii) material changes in applicable laws or regulations, including but not limited to a change in state or federal law, rendering it illegal or impossible for such party to perform its contractual obligations under the terms of this Agreement.

**Section 4.3 Post-Termination Rights.** Upon the expiration or earlier termination of this Agreement, Bank will have the right, in addition to and without waiving any other rights it may have under the terms of this Agreement or applicable law, to (i) convert the Accounts to another credit or charge

program maintained by Bank or any of its affiliates (provided, that Bank may continue to maintain the Accounts for up to nine (9) months following the expiration or earlier termination of the Term pending such conversion), or (ii) sell the Accounts, whether by securitization or otherwise to any third party. In any case in which this Agreement is terminated prior to the then scheduled expiration of the Term pursuant to Section 4.2, or expires pursuant to 4.1, Bank may use the Marks for a period of up to 60 days following such termination or expiration, as applicable, to communicate with Cardholders and authorized users, in connection with any such conversion or sale; provided, that such use is limited to (x) identifying the Affinity Program or such Cardholder(s) Account as the subject of any such communication, or (y) maintaining the Accounts pending conversion as contemplated above, including the continuation of billing and collections in substantially the same manner as such functions were performed prior to the expiration or earlier termination of the Term. As of the end of such 60 day period, Bank shall convert all Standard Program Materials bearing the Marks (other than the Credit Cards) to a format that does not include the Marks. Bank's termination rights under this Section notwithstanding, not later than nine (9) months following the expiration or earlier termination of the Term, Bank shall terminate the purchase utility of all Credit Cards not otherwise previously converted to another credit or charge program as contemplated by clause (ii) above.

**Section 4.4 Survival.** Except as expressly provided to the contrary in this Agreement, all of the terms, conditions and covenants of this Agreement shall terminate and cease to be of any force or effect following the expiration or termination of the Term. The foregoing to the contrary notwithstanding, all warranties, representations and indemnities contained herein and the parties' obligations under Sections 2.3, 4.3 and 4.4 and under Articles 3, 5, and 6 (except Section 6.3) shall survive the expiration or termination of this Agreement and the Final Liquidation Date. As used in this Agreement, "Final Liquidation Date" shall mean the date that is twenty-four (24) months after the effective date of such expiration or termination date.

## ARTICLE 5 INDEMNIFICATION

**Section 5.1 Indemnification by Northwestern.** Northwestern agrees to indemnify, defend and hold harmless Bank, its affiliates, and their respective employees, officers, directors and agents, from and against any and all losses, liabilities, and damages of any and every kind (including, without limitation, any costs, expenses or reasonable attorneys' fees incurred by any indemnified party) (collectively, "Losses") to the extent such Losses arise out of, are connected with, or result from: (a) ~~any breach by Northwestern of any of the terms, representations, warranties, covenants, or other provisions contained in this Agreement;~~ (b) ~~any act or omission, where there was a duty to act, by Northwestern or its employees, officers, directors or agents in connection with the Affinity Program;~~ (c) Bank's use of the Marks in accordance with the terms of this Agreement; (d) Bank's use of any Northwestern Contact List in accordance with the terms of this Agreement, or (e) any act or omission, where there was a duty to act, by the Mailing Agent in connection with any Direct Mail Solicitation. The foregoing indemnity obligation of Northwestern shall not include any obligation to indemnify for Losses resulting from the gross negligence, willful misconduct or illegal conduct of Bank.

**Section 5.2 Indemnification by Bank.** Bank agrees to indemnify, defend and hold harmless Northwestern, its affiliates, and their respective employees, officers, directors and agents, from and against any and all Losses to the extent such Losses arise out of, are connected with or result from: (a) any breach by Bank of any of the terms, representations, warranties, covenants, or other provisions contained in this Agreement; or (b) any act or omission, where there was a duty to act, by Bank or its employees, officers, directors, or agents in connection with the Affinity Program. The foregoing indemnity obligation of Bank shall not include any obligation to indemnify for Losses resulting from the gross negligence, willful misconduct or illegal conduct of Northwestern.

**Section 5.3 Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if it fails to make any payment or perform any other obligation and such failure is a result of a Force Majeure Event.

**Section 5.4 Notice.** Each party hereto shall promptly notify the other party of any claim, demand, suit or threat of suit of which that party becomes aware that may give rise to a right of indemnification pursuant to this Agreement. The indemnifying party will be entitled to participate in the settlement or defense thereof and, if the indemnifying party elects, to take over and control the settlement or defense thereof with counsel reasonably satisfactory to the indemnified party. In any case, the indemnifying party and the indemnified party will cooperate (at no cost to the indemnified party) in the settlement or defense of any such claim, demand, suit or proceeding.

## ARTICLE 6 MISCELLANEOUS

**Section 6.1 Payment Terms and Rights of Setoff and Recoupment.** Unless specifically provided for in another Section of this Agreement or unless otherwise agreed to in writing by the parties, (a) any amount(s) payable by Northwestern to Bank or Bank to Northwestern, as the case may be, under this Agreement shall be paid within 20 days of receipt of an invoice from the other party, and (b) any such payments shall be made by check. Nothing in this Section or any other provision of this Agreement is intended to limit either party's common law rights of setoff and recoupment.

**Section 6.2 Confidentiality.** All material and information supplied by one party to the other party in connection with the Affinity Program, including, but not limited to, information concerning a party's marketing plans, objectives or financial results, and any Northwestern Contact List ("Confidential Information"), is confidential and proprietary. All such information will be used by each party solely in the performance of its obligations and exercise of its rights pursuant to this Agreement. Each party will receive Confidential Information from the other party in confidence and will not disclose such Confidential Information to any third party, except (i) as contemplated under this Agreement; (ii) as may be agreed upon in writing by the party providing such Confidential Information; (iii) in the case of Bank, to an affiliate of Bank; (iv) to the extent necessary, in exercising or enforcing its rights under this Agreement; or (v) as required by law, regulation or court order. Each party will use its best efforts to ensure that its officers, employees, attorneys and agents take such action as will be necessary or advisable to preserve and protect the confidentiality of Confidential Information. Upon written request after the Final Liquidation Date, each party will return to the party providing such Confidential Information all such Confidential Information in its possession or control. Confidential Information will not include information in the public domain and information lawfully obtained from a third party.

~~**Section 6.3 Exclusivity.** From and after the date of the Program Commencement Date and continuing until the expiration or earlier termination of the Term, Bank shall have the exclusive right to issue credit, charge or debit cards bearing the Marks and to perform the credit and/or charge card services contemplated by this Agreement, and Northwestern will not use or allow the use of the Marks (or any other marks, tradestyles, logos or similar proprietary designations owned, licensed or otherwise controlled by Northwestern, including, without limitation, those controlled or utilized by Northwestern's athletic department) to, or otherwise promote, sponsor, solicit, permit solicitation of, or make available to any consumer or group of consumers, including the individuals included in the Program Participation Pool, any credit card or charge card program (including any on-line, internet payment service, whether or not branded (e.g., "Bill-Me-Later")) other than credit provided in connection with the Affinity Program. The foregoing notwithstanding, Northwestern shall have the right to enter into an agreement (or agreements) with one or more third party banks through which Northwestern may (i) enhance the utility of its "WildCARD"-branded identification cards to include debit and/or ATM functions linked to checking accounts issued by such third party banks, and/or (ii) engage in sponsorships with third party banks involving the use of the Northwestern athletic department trademarks and logos (so long as such sponsorships do not involve credit card or charge card program).~~

**Section 6.4 Intellectual Property.** Northwestern acknowledges and agrees that all technology, software, or other material developed, invented, created or authored by Bank in connection with the Affinity Program shall belong solely and exclusively to Bank, including all intellectual property rights relating thereto; provided, that the foregoing shall in no way grant Bank any rights in the tradenames, trademarks or other rights of Northwestern in and to such intellectual property.

**Section 6.5 Assignability.** Neither party may assign this Agreement, or its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld except that Bank may, without Northwestern's consent, (a) assign this Agreement to an affiliate, (b) securitize all or any portion of the Accounts or any related rights or interests herein, and (c) use subcontractors to perform obligations of Bank hereunder; provided, that no such assignment, securitization or subcontracting shall relieve Bank of its obligations to Northwestern hereunder.

**Section 6.6 Amendment.** This Agreement may not be amended except by written instrument signed by the parties hereto.

**Section 6.7** *[INTENTIONALLY LEFT BLANK].*

**Section 6.8 Nonwaiver; Remedies Cumulative.** No delay by any party hereto in exercising any of its rights hereunder, or in the partial or single exercise of such rights, shall operate as a waiver of that or any other right. No right under any provision of this Agreement may be waived except in writing and then only in the specific instance and for the specific purpose for which such waiver was given. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided for by law or in equity.

**Section 6.9 Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

**Section 6.10 Governing Law.** Except to the extent superceded by federal law applicable to banks or savings associations, this Agreement and all rights and obligations hereunder, including, but not limited to, matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Utah. THE PARTIES HERETO WAIVE THEIR RIGHT TO REQUEST A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING IN ANY COURT OF LAW, TRIBUNAL, OR OTHER LEGAL PROCEEDING ARISING OUT OF OR INVOLVING THIS AGREEMENT, OR ANY DOCUMENT DELIVERED IN CONNECTION HEREWITH, OR RELATING TO ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

**Section 6.11 Further Assurances.** Each party hereto agrees to execute all such further documents and instruments and to do all such further things as any other party may reasonably request in order to give effect to and to consummate the transactions contemplated hereby.

**Section 6.12 Entire Agreement.** This Agreement (together with the schedules and appendices attached hereto) is the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements whether written or oral.

**Section 6.13 Notices.** All notices, demands and other communications provided for in this Agreement shall be in writing or (unless otherwise specified) by telephonic facsimile transmission and shall be sent by certified mail or nationally-recognized overnight courier, or delivered to the other party at the address set forth in the preamble paragraph to this Agreement, or at such other address as shall be designated by such party in a written notice given to the other party in accordance with the terms of this Section 6.13. Copies of any notices sent by Northwestern to Bank hereunder shall simultaneously be sent by Northwestern to the following address: GE Consumer Finance, Americas, 777 Long Ridge Road, Stamford, CT 06902, Attn: General Counsel. Copies of any notices sent by Bank to Northwestern hereunder shall simultaneously be sent by Bank to the following address: Executive Director, Northwestern Alumni Association, 1800 Sheridan Road, Evanston, Illinois 60208. All such notices and communications if duly given or made, when sent by certified mail, shall be effective three business days after deposit in the mails, when sent by overnight courier shall be effective one business day after delivery to such overnight courier, and otherwise shall be effective upon receipt.

**Section 6.14 Mis-Directed Payments; Limited Power of Attorney.** Northwestern shall not accept any payment on an Account. If notwithstanding the foregoing, Northwestern inadvertently receives any payment on an Account, Northwestern agrees that it will receive and hold such payment in trust for Bank and will promptly (but not later than five (5) business days after receipt and discovery that such payment is a mis-directed payment on an Account) deliver such payment to Bank in the form received together with such endorsements or other documents of assignment as may be necessary to permit Bank to receive the benefit thereof to the same extent as if payment had been made directly to Bank. Northwestern further authorizes and empowers Bank to sign and endorse Northwestern's name upon any checks, drafts, money orders or other forms of payment in respect of any Account that may have been issued by the Cardholder in Northwestern's name. This limited power of attorney conferred in this Section 6.14 is deemed a power coupled with an interest and will be irrevocable prior to the Final Liquidation Date.

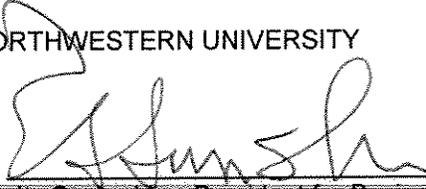
**Section 6.15 No Partnership.** Nothing contained in this Agreement shall be construed to constitute Bank and Northwestern as partners, joint venturers, principal and agent, or employer and employee.

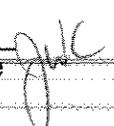
**Section 6.16 No Consequential Damages.** Except with respect to (a) the indemnification obligations of each party in respect of third party claims, and (b) each party's obligations under Sections 6.2 and 6.3, in no event shall either party be liable to the other for (i) any consequential, special or incidental damages arising from such party's actions under this Agreement, or (ii) any claim for punitive damages arising from such party's actions under this Agreement.

**Section 6.17 Multiple Counterparts.** This Agreement may be executed in any number of multiple counterparts, all of which shall constitute but one and the same original.

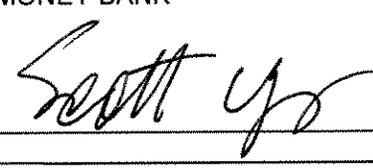
IN WITNESS WHEREOF, Bank and Northwestern have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

NORTHWESTERN UNIVERSITY

By 

Its Senior Vice President for Business and Finance 

GE MONEY BANK

By   
Its \_\_\_\_\_

**SCHEDULE 1.4(c)**  
**To**  
**Affinity Program Agreement**

**Overview of Northwestern Rewards and Loyalty Program**

The following represents a general overview of certain of the terms and conditions that will apply to the Affinity Program. A comprehensive statement of all applicable terms and conditions will be distributed to each Cardholder that elects to participate therein.

**Eligibility**

The Affinity Program is provided by Bank and is restricted to Cardholders who maintain an Account. If the Cardholder's right to use the Account is suspended for any reason, participation in the Affinity Program will be suspended. If a Cardholder's Account is terminated for any reason, participation in the Affinity Program will be terminated.

**Points Accumulation**

A Cardholder will accumulate one point for each \$1.00 of net purchases financed on such Cardholder's Account. Balance transfers and cash advances will not be eligible to earn reward points. Returns and other purchase credits and adjustments will result in a debit to the points balance. The amount of points accrued is calculated each day and is rounded down to the nearest whole dollar each day. Points will not be credited to an Account and will not be available for redemption until the next billing period for the Account after such calculation is performed.

**Bonus Points**

From time to time, Cardholders may be offered special points offers. For example, a Cardholder could receive an offer to (i) accumulate more than one point for each dollar financed in excess of \$1,000 of net purchases on such Cardholder's Account, or (ii) accumulate points for non-Purchase transactions, such as balance transfers to the Cardholder's Account.

**Awards**

Sample Affinity Program reward options are set forth below. The number of Affinity Program reward points required to redeem a particular award demonstrated below are for discussion only and may be subject to change by Bank. Certain restrictions will apply to the following Affinity Program reward and will be set forth in detail in the Cardholder's "Terms and Conditions" applicable to the reward statement for the Affinity Program

**Award Description**

<b>Award</b>	<b>Description</b>
Travel	<ul style="list-style-type: none"> <li>▪ Airline Tickets</li> <li>▪ Hotel Stays</li> <li>▪ Car Rentals</li> </ul>
<b>Gift Cards</b>	<ul style="list-style-type: none"> <li>▪ Restaurants</li> <li>▪ Specialty Retailers</li> <li>▪ Travel Related</li> </ul>
<b>Merchandise</b>	<ul style="list-style-type: none"> <li>▪ Jewelry</li> <li>▪ Home products</li> <li>▪ Recreation</li> </ul>
<b>Cash</b>	<ul style="list-style-type: none"> <li>▪ Branded stored value cards</li> </ul>

<b>Northwestern Options</b>	<ul style="list-style-type: none"> <li>▪ Apparel</li> <li>▪ Donations</li> <li>▪ Sporting Events</li> </ul>
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**Award Description**

**Example of Redemption Options: For Discussion Only**

Points Required	Description
<b>3,500</b>	\$25 Starbucks® gift card
<b>4,000</b>	\$25 Gift Certificate to be used at Northwestern University Bookstore or as a donation to school
<b>4,500</b>	Northwestern –branded Sweatshirt
<b>7,500</b>	\$50 American Airlines® gift certificate, \$50 Gift Card for Borders ® or Waldenbooks ®, Olive Garden ® or Red Lobster ®
<b>11,000</b>	One free weekend night. Participating hotels: Wyndham ® Hotels, Wyndham ® Resorts, Residence Inns ®, Courtyard by Marriott ® and Fairfield Inns ®. Or, 2-day car rental at Alamo Rent-A-Car or National Car Rental.
<b>12,500</b>	\$100 gift certificate from Sharper Image ®, \$100 Home Depot ® gift card, \$100 Lands End Gift Certificate, \$100 L.L. Bean gift certificate or \$100 Pottery Barn ® gift certificate.
<b>17,500</b>	Canon ® Sure Shot 2X Zoom 35MM Camera
<b>25,000</b>	One free domestic airline ticket, maximum value \$400

**Redemption Channels**

For redemption, the Cardholder may contact the Affinity Program at the toll-free number listed in the welcome kit or online at the “Northwestern Rewards” branded website. All air travel, hotel, car and vacation awards will be booked through Loyalty Travel Services using their reservation system. All redemptions are final. Affinity Program reward point credits will not be issued for any cancelled travel arrangements or returned certificates or gift cards.

**Loss of Points and Expiration of Points**

A Cardholder could forfeit all accrued Affinity Program reward points in any of the following circumstances:

- If two consecutive minimum payments on the Cardholder’s Account are not paid when due;
- If the Cardholder’s Account is closed for any reason (other than as a result of a lost or stolen card, in which case all accrued Affinity Program reward points will be applied to the replacement card).

In addition, Affinity Program reward points will expire 60 months after the date that such points were applied to the Account.

**Redemption of Points**

Only the primary Cardholder may redeem Affinity Program reward points. Multiple Cardholders may not combine Affinity Program reward points for redemption purposes. Affinity Program reward points do not constitute property of the Cardholder. Except as expressly permitted by Bank in writing, points and awards are not transferable or assignable under any circumstances, including (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law.

**APPENDIX "A"**  
**To**  
**Affinity Program Agreement**  
**Privacy Measures**

(a) Northwestern and Bank will only use, maintain and/or disclose Cardholder Information (as defined below) in compliance with all applicable privacy and security laws and with the policies set forth in this Appendix A and related disclosures made by Bank (collectively, the "Bank Privacy Disclosures"), and each will ensure that persons to whom it transfers Cardholder Information do the same. Northwestern acknowledges that it shall not disclose Cardholder Information to any other party that is a nonaffiliated third party of both Bank and Northwestern, unless such disclosure would be lawful if made directly to such other party by Bank, as required by the "limits on reuse of information" provision of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802(c) (as this provision may be amended from time to time) and the implementing privacy and security regulations issued thereunder (as the same may be amended from time to time)). For purposes of this Agreement, "Cardholder Information" shall mean any or all of the following, as the case may be, all lists of Cardholders and applicants generated by the Program (including, without limitation, names, addresses, telephone numbers, e-mail addresses, dates of birth, social security and similar numbers, and account and similar access numbers). Cardholder Information shall include only information provided to Northwestern by Bank pursuant to this Agreement.

(b) Northwestern and Bank will each establish and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Cardholder Information. These safeguards will be designed to protect the security, confidentiality and integrity of the Cardholder Information, ensure against any anticipated threats or hazards to its security and integrity, and protect against unauthorized access to or use of such information or associated records which could result in substantial harm or inconvenience to any Cardholder or applicant.

(c) Northwestern and Bank will each ensure that any third party to whom it transfers or discloses Cardholder Information signs a written contract with the transferor in which such third party agrees to (i) restrict its use of Cardholder Information to the use specified in the written contract; (ii) to comply with all applicable laws (including, without limitation, privacy and security laws and the "limits on reuse of information" provision of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802(c)) and the Bank Privacy Disclosures, and (iii) implement and maintain appropriate safeguards as stated in paragraph (b) above. Information transferred by Bank on Northwestern's behalf or at Northwestern's direction will be considered information transferred by Northwestern hereunder. Northwestern agrees to transfer or make available to third parties only such Cardholder Information as is reasonably necessary to carry out the contemplated task.

(d) Each of Northwestern and Bank shall notify the other party immediately following discovery or notification of any actual or threatened breach of security of the systems maintained by the Northwestern and Bank, respectively, to the extent such systems contain Cardholder Information. The party that suffers the breach of security (the "Affected Party") agrees to take action immediately, at its own expense, to investigate the actual or threatened breach, to identify and mitigate the effects of any such breach and to implement reasonable and appropriate measures in response to such breach. The Affected Party also will provide the other party with all available information regarding such breach to assist that other party in implementing its information security response program and, if applicable, in notifying affected Cardholders. For the purposes of this subsection (d), the term "breach of security" or "breach" means the unauthorized access to or acquisition of any record containing personally identifiable Cardholder Information, whether in paper, electronic, or other form, in a manner that renders misuse of the information reasonably possible or that otherwise compromises the security, confidentiality, or integrity of the information.

(e) Notwithstanding anything else contained in this Agreement, neither Bank nor Northwestern will, and neither of them will be obligated to, take any action that either of them believes in good faith would violate, or is reasonably likely to cause either of them to violate, any applicable law

(including, without limitation, privacy and security laws and the "limits on reuse of information" provision of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6802(c)) or the Bank Privacy Disclosures, or that would cause either of them to become a "consumer reporting agency" for purposes of the federal Fair Credit Reporting Act, as it may be amended from time to time.

(f) Northwestern and Bank, respectively, will use reasonable measures designed to properly dispose of all records containing Cardholder Information, whether in paper, electronic, or other form, including adhering to policies and procedures that require the destruction or erasure of electronic media containing such personally identifiable information so that the information cannot practicably be read or reconstructed.

## EXHIBIT "A"

### To Affinity Program Agreement

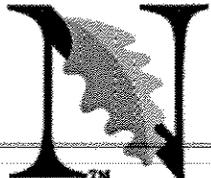
#### Secure Protection and Handling of Data

1. **Network Security.** Bank agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Bank agrees to maintain network security that meets or exceeds one of the following:
  - a. Those standards that Northwestern applies to its own network, as found at <http://www.it.northwestern.edu/policies/network/index.html> and elsewhere;
  - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/10005.html>; or
  - c. Any generally recognized comparable standard that Bank then applies to its own network.
2. **Data Security.** Bank agrees to protect and maintain the security of Contact Information and Cardholder Information (as defined in Appendix "A") as provided for in paragraph (b) of Appendix "A". Without limiting the foregoing, such security measures shall include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.
3. **Data Transmission.** Northwestern and Bank each agrees that any transmission or exchange of Contact Information or Cardholder Information between them, or from either of them to any other third party, shall take place via secure means, e.g., HTTPS or FTPS.
4. **Data Storage.** Bank agrees that any Contact Information will be stored, processed, and maintained solely on designated target servers and that no Contact Information will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Bank's designated backup and recovery processes.
5. **Data Encryption.** Bank agrees to store all Contact Information backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.
6. **Data Re-Use.** Bank agrees that Contact Information shall be used expressly and solely for the purposes enumerated herein and shall be subject to the use restrictions otherwise set forth elsewhere in this Agreement.
7. **End of Agreement Data Handling.** Bank agrees that upon termination of this Agreement it shall erase, destroy, or render unreadable (according to the standards

enumerated in D.O.D. 5015.2) all Northwestern Contact Lists and certify in writing that one or more of such actions has been completed within 30 days of the termination of this Agreement or within 7 days of the request of an agent of Northwestern, whichever shall come first.

**EXHIBIT "B"**  
**To**  
**Affinity Program Agreement**  
**Northwestern Marks**

<b>NORTHWESTERN UNIVERSITY WILDCATS</b>																															
<small>JULY 8, 2004</small>																															
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NORTHWESTERN<sub>®</sub>

Alumni Association

## **GUIDELINES**

One of the most important factors in the success of Northwestern's identity program is consistent implementation of the identity system across the University. Adherence to these guidelines will increase the effectiveness of the program for the entire institution.

### **Logo**

The logo is a single unit; the two elements of the seal and the words "Northwestern University" are always to be presented together, in the relationship shown here.



**NORTHWESTERN**  
**UNIVERSITY**

### **Color**

The official colors of Northwestern are purple and white.

#### **For print use**

Spot color (coated and uncoated paper): PMS 267  
Process color (CMYK): 90c, 100m, 0y, 0k

#### **For Web use**

RGB color: r = 82, g = 0, b = 99  
Hexadecimal: 520063

### **Size and Placement**

The seal in the logo should never appear smaller than 1/2 inch in diameter. Do not crop the logo or bleed it off a page. Allow a reasonable amount of space around the logo.

### **Typography**

The typeface used in the seal and the signature is a version of Goudy that has been altered slightly for improved reproduction and legibility at all sizes. Core pieces of the identity system (stationery, signage, etc.) employ Univers Bold Condensed as a contrasting sans-serif typeface. Northwestern's identity system has been designed to work within a wide variety of design styles and implementations. No restrictions exist concerning the typefaces that may be used in conjunction with the logo.

### **Usage**

#### **Do**

- Show the logo as one color (purple, if possible; if not, in the strongest color available -- i.e., in a brochure printed in black ink, show the logo in black)
- Maintain the orientation of the logo
- Treat the logo elements as a single unit
- Keep the logo whole and intact

## **Don't**

- Tint or screen the logo or make different elements of the logo different colors
- Tilt or rotate the logo
- Separate the logo elements or change the orientation of one to the other
- Bleed the logo off the page or crop it
- Print type or images over the logo or use the logo as a background element

FIRST AMENDMENT TO AFFINITY  
AGREEMENT

This Amendment, dated as of November 30, 2006, to that certain Affinity Agreement, dated as of August 17, 2006 (the "Agreement"), by and between Northwestern University ("Northwestern") and GE Money Bank ("Bank") is entered into to modify certain obligations related to direct mail solicitations. Capitalized terms used and not defined herein shall have the meanings given in the Agreement.

WITNESSETH:

WHEREAS, pursuant to the Agreement, Bank makes certain credit card products available to the Participant Program Pool, and Northwestern receives royalty payments under the licensing agreement; and

WHEREAS, the parties wish to modify obligations related to how direct mail solicitations are made.

NOW, THEREFORE, in consideration of the terms and conditions stated herein and for good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 1.5 of the Agreement is struck in its entirety and replaced with the following:

**Section 1.5 Direct Mail Solicitations.** During the Term, Bank shall prepare and distribute direct mail solicitations, with Northwestern's coordination, to individuals in the Program Participant Pool (each, a "Direct Mail Solicitation") as follows:

(a) Bank shall notify Northwestern in writing (a "Mailing Notice") not less than sixty (60) calendar days prior to the date on which a proposed Direct Mail Solicitation is to be made by Bank. Subject to the Direct Mail Solicitation frequency limitations set forth in Section 1.5(c) below, such notice shall identify the applicable segments of the Program Participant Pool (e.g., graduate students, alumni, faculty) with respect to which such Direct Mail Solicitation is to be sent (collectively, the "Mailing Population"). Bank shall also include with such Mailing Notice a sample of the solicitation materials to be included in such Direct Mail Solicitation, and Northwestern shall review and respond to such sample materials within ten (10) calendar days.

(b) Promptly following receipt of a Mailing Notice from Bank (but in no event later than fifteen (15) calendar days thereafter), for each Direct Mail Solicitation, Northwestern shall review its records and provide to Bank the number of individuals within the applicable Mailing Population (which, in each case, shall include all individuals in Northwestern's files within each identified segment, except those individuals who have notified Northwestern of their election to be excluded from such solicitations or the solicitation of whom is otherwise prohibited by applicable law). Northwestern represents and warrants to Bank as of the Program Commencement Date that, there are included within the Program Participant Pool not less than one hundred twenty five thousand (125,000) eligible Northwestern alumni and charitable donors

(without duplication) with respect to whom Direct Mail Solicitations may be sent. Not more than twenty (20) calendar days after providing Bank with the Mailing Population number, Northwestern shall send to the Mailing Agent (as defined in subsection 1.5(d) below) the name and address contained in its files for each individual in such Mailing Population. Northwestern shall provide such information in a format acceptable to both Northwestern and the Mailing Agent.

(c) Bank acknowledges and agrees that, unless otherwise agreed to in writing by Northwestern, Bank may not conduct more than one (1) Direct Mail Solicitation to each of the following constituencies within the Program Participant Pool during any Program Year: (i) graduate students, (ii) senior undergraduate students, (iii) faculty and (iv) staff members. Bank may conduct Direct Mail Solicitations with respect to Northwestern alumni, donors and parents of Northwestern students as often as it deems reasonably appropriate.

(d) As used in this Agreement, "Mailing Agent" means an entity selected by Bank, including Bank itself, that is responsible for properly addressing the solicitation materials provided by Bank for each Direct Mail Solicitation and delivering such materials to the United States Postal Service on Bank's behalf. Bank (and not Northwestern) shall be solely responsible for overseeing Mailing Agent's performance in connection with Direct Mail Solicitations, including without limitation quality, accuracy, timeliness, and security. Such oversight shall include a review of Mailing Agent's compliance with the security procedures set forth in Exhibit A; should Bank discover that Mailing Agent is not in compliance with said security procedures, Bank shall promptly notify Northwestern of such non-compliance and ensure that Mailing Agent takes commercially reasonable action to rectify it.

(e) Northwestern's royalty-related activities under this Agreement will require, at most, minimal, de minimis Northwestern staff time. Northwestern's review of Direct Mail Solicitation materials is for quality control. While Northwestern will provide name and address information as set forth in this Agreement, Northwestern is expressly not providing professional services to the Bank under this Agreement.

2. Section 5.1 of the Agreement is modified to strike subsection (e) in its entirety and to insert "or" prior to subsection (d).

3. Section 5.2 of the Agreement is modified to strike "or" prior to subsection (b), to insert "or" prior to subsection (c), and to insert new subsection (c) as follows:

(c) any act or omission, where there was a duty to act, by the Mailing Agent in connection with any Direct Mail Solicitation.

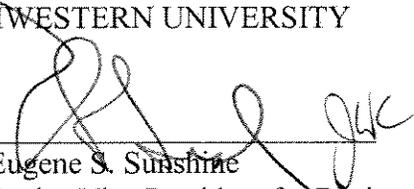
4. Except as otherwise amended hereby, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers or agents thereunto duly authorized as of the date first above written.

GE MONEY BANK

By:   
Name: Scott Young  
Title: VP

NORTHWESTERN UNIVERSITY

By:   
Name: Eugene S. Sunshine  
Title: Senior Vice President for Business and Finance