

**CONFIDENTIAL**

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**BANKCARD JOINT MARKETING AGREEMENT**

By and Between

OREGON STATE ALUMNI UNIVERSITY ASSOCIATION,  
INC.

and

CHASE BANK USA, N.A.

  
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BANKCARD JOINT MARKETING AGREEMENT

THIS AGREEMENT ("Agreement"), is made as of the 1st day of August, 2005, ("Effective Date") by and between OREGON STATE UNIVERSITY ALUMNI ASSOCIATION, INC., an Oregon not-for-profit organization, having offices at 204 CH2M Hill Alumni Center, Corvallis, Oregon 97331 ("Group") and CHASE BANK USA, N.A., a national banking association, having offices at Three Christina Centre, 201 North Walnut Street, Wilmington, Delaware 19801 ("Chase ").

RECITALS

WHEREAS, Group and First USA Bank, N.A. previously entered into an Affinity Group Bankcard Agreement on April 23, 1998 to jointly market Chase's general purpose credit cards in conjunction with a national payment network association, credit products and related services (hereinafter referred to as "Credit Card(s)") to the officers, directors, Alumni, donors, fans, friends and students of the Oregon State (collectively, the "Group Members"); and

WHEREAS, effective September 30, 2002, First USA Bank, N.A. changed its name to Bank One, Delaware, N.A. which was later merged into Chase, effective October 1, 2004;

WHEREAS, Group and Chase desire to renew, amend and restate their agreement; and

WHEREAS, Group is willing to continue to make its proprietary intellectual property and customer lists available to Chase in connection with Chase's offering of Credit Card(s) to and among the Group Members, subject to the terms and conditions of this amended and restated agreement.

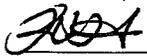
NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

  
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DEFINITIONS. Each of the defined terms used in this Agreement shall have the definition assigned to it located on the indicated paragraph on Exhibit C.

1. License to Use Marks.

(a) License to Chase. During the Term of this Agreement, Chase and its affiliates shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), mascots, designs, artwork and other related proprietary images of Group and Oregon State ("University") set forth in Exhibit B attached hereto, (collectively, the "Group Marks") (in connection with Chase's marketing and servicing of Credit Cards to Group Members under this Agreement and together with Group's Direct Promotions shall be hereafter referred to as the "Program". Such right and license shall apply or extend to any other Enhancement Products offered by Chase. In the event Chase identifies additional marks of University, whether new, current, or modifications of current marks, which Chase desires to add to Exhibit B by amendment to this Agreement, Group agrees in good faith to attempt to secure the rights from University to allow it to execute such an amendment. Group agrees it shall not permit any person or entity, including a competitor of Chase to use its Group Marks or any other marks of the Group in connection with or in any manner referring to any credit card or charge card product without prior written consent of Chase. In the event of any unauthorized or illegal use of the Group Marks, Group shall cooperate with Chase in causing such unauthorized or illegal use to stop. Except for amounts paid to Group pursuant to Paragraph 7 and Exhibit A hereof, Chase shall not be required to pay any additional amounts to Group in connection with the use of the Marks in conjunction with the Program. Following termination of this Agreement, Credit Card(s) and related materials issued during the Term hereof and related account documents may continue to bear the Marks until the latter of the expiration date displayed on the Credit Cards as of the effective date of such termination or until such time as the Guarantee is earned in full by Group. Subject to and consistent with the rules and regulations of any applicable payment network association or entity, Chase shall comply with the standards established by Group with respect to the form of the Marks and their usage.

  
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(b) License to Group. During the Term of this Agreement, Group shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), designs, artwork and other related proprietary images of Chase (i) as they now exist or as they may be revised or modified during the Term hereof or (ii) any new marks developed by Chase after the effective date hereof (collectively, the "Chase Marks") in connection with Group's Direct Promotions under the Program. Examples of the current Marks are set forth in Exhibit B attached hereto. Group shall not be required to pay any additional amounts to Chase in connection with the use of the Chase Marks in conjunction with the Program. Upon termination of this Agreement, Group shall cease using the Chase Marks. Group shall comply with the standards established by Chase with respect to the form of the Chase Marks and their usage.

(c) Ownership of Marks. The Chase Marks and Group Marks, collectively referred to as "Marks". Subject to the licenses granted above, each of the parties hereto is and shall remain the owner of all rights in and to the Chase Marks or Group Marks, respectively. Any and all rights to the Marks not herein specifically granted and licensed are reserved by the respective owner. Except as otherwise specifically provided for in Paragraph 1(a) hereof, upon the termination of this Agreement, all rights conveyed hereunder with respect to the use of the Marks shall cease, and all such rights shall revert to the respective owner. Upon termination of this Agreement, Chase shall have no further right to market its cardmember products using the Group Marks or to further utilize any promotional materials containing the Group Marks except as expressly provided in this Agreement. However, nothing contained herein shall require Chase to cancel any Account or to terminate any card issued in connection with this Agreement.

(d) Unauthorized Use of Marks. Each party agrees that any unauthorized use its Marks may cause immediate and irreparable harm to the owner of the Marks for which money damages may not constitute an adequate remedy. In that event, each party agrees that, in addition to any other remedies the owner of the Marks may have, the parties shall have the right to seek injunctive relief for any violation of the license to use its respective Marks.

2. Marketing Lists.

  
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(a) Providing the Lists. On or before thirty (30) days after the execution of this Agreement, Group shall provide Chase with lists of all existing (active and inactive) and prospective Group Members, including names, U.S. residential addresses, residential telephone numbers and e-mail addresses (in accordance section 4 (e) below), via magnetic tape, cartridge, or other media which is mutually agreed upon (the "Lists"). Group shall use its best efforts to provide as complete and accurate an unabridged List as possible of all Group Members. The List shall consist of a minimum of 110,000 (plus 13,000 students, provided student access is granted to Group by the University) Group Members, who are U. S. residents, eighteen (18) years of age and older, that have not notified Group of their election to exercise their rights under privacy opt-out, or "do-not-solicit" and "do-not-call" provisions ("Mailable Names"). Group shall provide Chase with updated Lists upon Chase's request up to four (4) times per year which shall contain a minimum of -110,000 (plus 13,000 students, provided student access is granted to Group by the University) Mailable Names. Group shall provide all Lists to Chase at no additional cost to Chase other than the payments recited herein in Paragraph 7 and Exhibit A. Group agrees: (i) that an essential component of the Program is Group's ability to provide Lists to Chase 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 Chase or Chase's designated agents as set forth in this Agreement; and (ii) it shall not sell, rent or otherwise in any manner permit or in any manner facilitate, directly or indirectly any person or entity, including a competitor of Chase, to use the Lists in connection with or in any manner associated with a credit card or charge card , including but not limited to the marketing, soliciting or offering of credit cards or charge cards, without prior written consent of Chase.

(b) Student Lists and Marketing. Group shall make good faith efforts to obtain permission from appropriate University authorities to permit Chase to market to students as contemplated in this Agreement. Chase acknowledges that the granting of such permission and the scope of permitted marketing activities is within the discretion of the University. Chase and Group agree that the permission to market to students may not substantially conform to the student marketing activities proposed in this Agreement. In such event, Chase and Group shall agree to the terms of student marketing and attach such an agreed upon marketing rights in an addendum to this Agreement. In the event the University does not grant permission to market to students, the terms pertaining to student marketing in this Agreement shall be of no force or effect.

  
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(c) Use of Lists. Chase shall use the Lists provided by Group on a basis consistent with the intent and terms of this Agreement to market Credit Cards and Enhancement Products offered by Chase and its affiliates. Chase may solicit Group Members to become Cardmembers through Chase's then current marketing channels, as often it deems reasonable. Chase shall not rent or otherwise make available such Lists to any unaffiliated third party (except for the purposes of fulfilling Chase'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 Chase by Group at no expense to Chase. Provided however, to the extent that such Group names become available to Chase from a source other than Group, such names shall also be owned by Chase. Chase will, subject to applicable law requiring their retention, return the Lists to Group or destroy them upon the termination of this Agreement. However, Chase may maintain separately all information that it obtains as a result of an Account relationship or from an application for an Account relationship with any Group Member. This information is a part of Chase's own files that shall not be subject to this Agreement.

3. Offering of Credit Cards by Chase. Chase shall offer Credit Card(s) to Group Members in accordance with the following provisions:

(a) Chase Marketing. Subject to subparagraph (c) of this Paragraph 3, Chase shall, at its own expense, design, develop and produce such Marketing Materials as it deems appropriate to promote the Program among Group Members, and Group shall endorse and reasonably assist Chase with the administration of such promotional and solicitation activities. Chase and Group will jointly schedule and direct the solicitation of Group Members; provided that Chase reserves the right to limit its solicitation materials to those persons it selects in accordance with Chase's credit criteria and credit practices.

(b) Use of Group Marks on Credit Cards. Subject to federal, state and local law and any other applicable rules and regulations (e.g. Visa or MasterCard operating regulations), all approved Cardmembers shall receive Credit Card(s) issued by Chase. Group shall have the right to approve the use of its Group Marks on Credit Card(s), such approval not to be unreasonably withheld. In the event of any change in Group Marks, if Group requires the use of its new Group Marks in the Program, Group shall bear and promptly reimburse Chase for any additional expenses incurred by Chase in connection

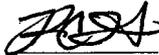
  
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with the use of the altered Group Marks mutually agreed upon by Chase and Group. Chase shall have the right to designate on the reverse side of the Credit Card(s) such information as Chase shall deem appropriate.

(c) Review of Marketing Materials and Premiums. Each party shall submit to the other for prior approval, samples of all marketing, promotional or solicitation materials, bearing the Group or Chase Marks, printed or otherwise, which the submitting party intends to utilize to market the Program to and among Group Members ("Marketing Materials") as well as any merchandise used to encourage individuals to apply for or use Credit Cards ("Premiums"). Group shall review the content only of such Marketing Materials and Premiums and not formatting or legal disclosures regarding the same. The reviewing party shall respond to the submitting party's requests for approval on a timely basis. Approval by the reviewing party of any Marketing Materials or Premiums submitted by the submitting party for review shall not be unreasonably withheld. In order to maintain Marketing Materials and Premium production and solicitation schedules, the reviewing party shall respond to submitting party's request for final approval of Marketing Materials or Premiums within five (5) business days following the reviewing party's receipt of such request. Chase further reserves the right to communicate information to Cardmembers which it normally sends to its other cardmembers and which does not utilize Group's Marks, without the prior approval of Group.

(d) Ownership of Work Product. Each party shall have and retain all ownership rights (including without limitation, ownership of any copyrights) in the copy, artwork, layouts, designs, scripts, storyboards, tape, film, mechanicals, and any other documents or material that constitute or are prepared in connection with the Credit Card or Marketing Materials (collectively, "Work Product").

(e) Enhancement Products. Chase may market to Cardmembers, credit insurance, credit card registration, fee service products and related services (collectively "Enhancement Products") via the usual and customary marketing channels for such products. Chase may market to Cardmembers via the usual and customary marketing channels such other financial and non-financial products and services as the parties shall agree to from time to time, provided, such products are not being offered to Group Members exclusively by other Group sponsors. In addition, Chase may provide

  
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Cardmembers access to other financial products and services offered by Chase or through any of its affiliated companies.

4 Additional Obligations.

(a) Marketing Assurances. In order to further the success of the Program, the parties agree:

(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 parties, the parties shall use commercially reasonable efforts to identify or develop alternative marketing opportunities that comply with such law, regulation or policy;

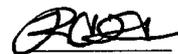
(ii) to use commercially reasonable marketing efforts to develop, test market and offer promotions to Cardmembers, including, but not limited to, direct mail, telemarketing, event marketing, , take-ones, e-mail, "Campus Connection" bags and internet banners;

(iii) actively market the Program in a commercially reasonable and prominent manner and degree in all Group controlled venues and locations through the display of current marketing materials, such as take-one applications, Chase in-store signage, in-bag Credit Card applications.

(iv) Provide Chase the marketing and promotional vehicles set forth in Schedule 4(a) and such other promotional vehicles and opportunities to which the parties may mutually agree.

(b) Website Access. Group shall provide above the fold on the homepage of its current website located at [www.alumni.oregonstate.edu](http://www.alumni.oregonstate.edu) or any successor or future websites, a prominent link to a Chase web page in order to enable Group Members to apply for a Credit Card.

(c) Athletic Event and Campus Marketing. Group shall also provide Chase, at no cost to Chase, with access to all University home athletic events (including playoffs, if any) to market the Program. With respect to each University home athletic event, Chase shall be provided marketing and promotional opportunities and vehicles set forth in Schedule 4(c) to solicit credit

  
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card applications and give away Premiums provided by Chase to all persons who apply for a Credit Card. Group, at its expense, shall obtain from University permission to use the facilities and space owned by University to provide Chase with access athletic events venues and to the campus (subject to 2 (b) above) of the University to conduct various marketing and promotional campaigns to solicit credit card applications and give away Premiums provided by Chase to persons who apply for a Credit Card.

(d) Rewards Program. Subject to Chase's discretion, Chase may offer any of its existing or future rewards programs for the benefit of Cardmembers based on the usage of the Credit Card whether or not such rewards programs are administered by Chase or through another partnership or credit card program offered by Chase ("Rewards Program"). Such Rewards Programs may include travel rewards and cash back programs.

(e) E-Mail Services - General. In the event Chase and Group determine to utilize email as a marketing channel for the Program, Group shall execute the e-mail marketing campaigns ("e-mail Campaigns") in accordance with the specifications and procedures as described in a schedule prepared for each such campaign, signed by both parties and attached to this Agreement. Unless any provision hereof is specifically excluded or modified in a particular schedule, each such schedule shall be deemed to incorporate therein all the terms and conditions of this Agreement and may contain such additional terms and conditions as the parties may mutually agree.

5. Direct Solicitations by Group. Upon request by Group and with prior written approval by Chase, Chase shall permit Group, subject to reasonable restrictions set forth by Chase, to directly solicit applications for Credit Cards from Group Members without the direct participation of Chase ("Group Direct Promotions"). All Marketing Materials developed by Group must be approved in writing by Chase prior to distribution by Group; however, any Credit Card applications used for this Program must be supplied to Group by Chase. Unless otherwise agreed to by Chase and Group, all expenses associated with Group Direct Promotions shall be borne solely by Group. Chase, upon reasonable notice to Group, may restrict or terminate Group Direct Promotions that result in (i) legal risk, (ii) reputational harm, (iii) unacceptably low approval rates on a campaign basis as compared to typical acceptance rates for similar campaigns, (iv) excessive fraud related to the Accounts compared to similar campaigns

  
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conducted in similar situations or (v) that otherwise affect Chase or the Program in a material adverse way.

6. Issuance of Credit Cards.

(a) Issuing Policies and Credit Practices. Chase shall issue Credit Cards to and establish accounts for eligible Group Members in accordance with Chase's credit, fraud and credit card issuing policies and practices ("Accounts"). All decisions concerning the creditworthiness of any potential Group Member shall be made at the sole discretion of Chase.

(b) Cardmember Agreement. Credit Cards issued by Chase to approved Group Members pursuant to the Program ("Cardmember(s)") and this Agreement shall be governed by terms of cardmember agreements to be entered into between such persons and Chase. 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 Chase to the Cardmember. Notwithstanding any other limitations contained in this Agreement, Chase shall have the right to amend such cardmember agreements at any time in accordance with applicable law.

(c) Ownership of Accounts. Group shall not possess any ownership interest in Credit Cards issued and Accounts established pursuant to this Agreement. 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, and late and other charges) and all records developed and retained by Chase in connection therewith shall be the sole property of Chase or its assigns.

7. Royalties and Guarantees.

(a) Payment of Royalties. During the Term of this Agreement, in consideration of the obligations under this Agreement, Chase shall pay to or on behalf of Group certain Account, Renewal, Marketing and Sales Royalties (collectively, the "Royalties") as set forth on Exhibit A attached hereto. In addition, during the Initial Term, Chase shall pay Group a Guarantee in the amount of and subject to the terms and conditions as set forth on Exhibit A attached hereto. Notwithstanding the foregoing, Chase shall not be obligated to pay any duplicate Royalties in the event that the Accounts on which such

  
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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 a former joint Cardmember requesting an individual Account.

(b) Royalty Reporting. Chase 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 and from the Effective Date for the Program. Any amounts owing to Group and payable pursuant to the terms of this Paragraph shall be paid to or on behalf of Group within 60 days following the end of such calendar quarter.

8. Cardmember Statements Inserts and Messaging. Subject to reasonable space, weight, size, content, and scheduling restrictions, and upon Chase's prior review and approval, Group may from time to time include informational inserts or statement messages in billing statements mailed by Chase to Cardmembers. Provided however, inserts and statement messages that may be required by law, regulation or otherwise, shall have priority over such inserts and statement messages and shall be inserted into billing statements prior to the insertion or inclusion of any inserts or statement messages of Group. Chase will pay for the normal cost of mailing statement inserts as described above, excluding the cost of preparing, producing and shipping to Chase the actual insert which shall be the sole responsibility of Group.

9. Records and File Protocol.

(a) Records. During the Term of this Agreement, Chase agrees that it will maintain for 12 months prior to archiving accurate records with respect to the Program established by Chase under this Agreement. Such records shall be subject to Audit pursuant to Paragraph 27.

(b) File Protocol. During the Term of this Agreement, Group shall comply with Chase's data exchange technical specifications and standards, including but not limited to file transfer, protocols and standards, file formats and layouts. Group shall obtain and maintain at its expense encryption/decryption software acceptable to Chase. In the event the cost of such software exceeds \$3,000, the parties shall mutually agree upon allocation of such costs in excess of \$3,000.

  
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10. 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.

11. Confidentiality/Safeguarding Data.

(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 (other than its affiliates and agents with a need to know) by the party receiving Confidential Information ("Receiving Party") without the prior written consent of the party providing the Confidential Information ("Disclosing Party"). Confidential Information shall include, without limitation: (i) Nonpublic Personal Information, including names and addresses; (ii) demographic, behavioral, and credit information relating to Chase Cardmembers, prospective Chase Cardmembers or the Lists provided to Chase pursuant to Paragraph 2; (iii) terms of this Agreement, marketing materials, strategies and targeting methods; (iv) business objectives, assets and properties; and (v) 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 prompt notice to the other party, allowing them to seek a protective order.

(b) Cardmember Privacy. All capitalized terms used in this Paragraph 11 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

  
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acknowledge that the Privacy Regulation governs disclosures of Nonpublic Personal Information about Consumers, including Chase Customers and that Nonpublic Personal Information is included in the definition of "Confidential Information" in this Agreement. Group and Chase each hereby agree that with respect to Nonpublic Personal Information provided to the Receiving Party, the Receiving Party 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 to any third party other than affiliates without prior consent or use any Nonpublic Personal Information that it obtains from the Disclosing Party except to carry out the purposes for which the Disclosing Party provided such Nonpublic Personal Information;

(iii) Comply with Chase's Partner Information Security Standards as described in attached Schedule 11(b)(iii) , and upon reasonable notice from Chase, shall permit Chase to audit Group's operations for compliance with Chase's Partner Information Security Standards.

(iv) Not make any changes to its security measures that would increase the risk of an unauthorized access to Nonpublic Personal Information.

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 the 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) Use of Confidential Information. The 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

  
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maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential

(d) Loss of Confidential Information. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly, at its own expense: (i) notify the Disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize damages from such disclosure or loss; and (iii) cooperate in all reasonable respects with the Disclosing Party.

(e) Unauthorized Use or Disclosure of Confidential Information. 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.

(f) Return or Destruction of Confidential Information. 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 that may include return of any and all Confidential Information (including any copies or reproductions thereof), excluding any archival copy retained systemically as a function of the Receiving Party's disaster recovery process or material provided to the Receiving Party's (i) Board of Directors (or that of its ultimate parent corporation) or (ii) its regulators. Such compliance shall be certified in writing, including a statement that no copies of confidential information have been kept.

(g) Use of a Party's Name. Except as necessary for its performance under this Agreement, neither party shall use the name of the other party, its affiliates or subsidiaries in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, or make any public statement relating to such other party, its affiliates or subsidiaries,

  
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without the prior full disclosure of same to the other party, and the prior written consent of such other party. Notwithstanding the foregoing, Group agrees that Chase may include Group's name and Group's Marks in connection with any materials listing co-brand credit card partners that Chase may publicize.

(h) Press Releases. Except as may be required by law, regulation or any governmental authority, neither party, nor any of its affiliates, shall issue a press release or make a public announcement related to the subject matter of this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed.

(i) Confidential Information Requests by Third Parties. Group is not a public entity subject to the public records laws of the State of Oregon. However, should Group be required by law to release Confidential Information to a third party, Group shall exercise its best efforts to notify Chase as soon as possible of such request pursuant to the notification provisions of this Agreement. Such notification shall include a copy of the written request received by Group. As soon as is reasonably possible following such notice, Group shall provide Chase with copies of any documents and/or other materials that Group believes to be responsive to such request. Group shall respond to such request by either: (i) rejecting such request; or (ii) acknowledging receipt of such request and advising the requesting party that a subsequent response will be forthcoming. Chase shall have ten (10) business days from the date of Group's response to take whatever action (legal or otherwise) it deems necessary (at its sole expense) to prevent the disclosure of Confidential Information by Group. Group shall provide Chase with reasonable assistance, except that Group shall not be required to take any action that would result in Group incurring additional direct out-of-pocket expenses unless such expenses are reimbursed to Group by Chase. In the event Chase fails to commence any act to prevent the disclosure of Confidential Information within such ten (10) business day period, any subsequent disclosure of Confidential Information by Group shall not constitute a breach of this Paragraph 11.

12. Representations and Warranties. The parties make the following representations and warranties as of the date hereof:

(a) Chase. Chase 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; (ii) the execution and delivery by

  
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Chase of this Agreement, and the performance by Chase of the transactions contemplated hereby, are within Chase'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 any applicable payment network association), 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 Chase or of any agreement, judgment, injunction, order, decree or other instrument binding upon Chase; and (iii) it is the owner of, and/or has the right to and is authorized to grant to Group the right and license to use the Chase Marks and it is not currently aware of any claims, and is not currently involved in any litigation, challenging Chase's ownership of or rights to the Chase Marks.

(b) Group. Group represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of the State of Oregon; (ii) 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, or 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 Chase; (iii) it is the owner of, and/or has the right to and is authorized to grant to Chase the right and license to use the Group Marks and it is not currently aware of any claims, and is not currently involved in any litigation, challenging Group's ownership of or rights to the Group Marks; (iv) it has the right to provide the Lists as described herein (v) it has the right to grant access to University athletic events for purposes not inconsistent with this Agreement.

(c) Mutual Covenants.

(i) Each of the parties covenant and agree that it has not suffered any event that has or could reasonably be expected to have a material adverse change in, or material adverse effect upon, (including but not limited to) its business, operations, properties, assets, liabilities, reputation or condition

  
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(financial or otherwise) or a material impairment of its ability to perform its obligations under this Agreement.

(ii) The parties further agree to abide by all laws, rules and regulations applicable to that party and to the Program

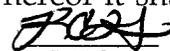
13. Indemnification.

(a) Indemnification by Group. Group shall indemnify, defend and hold Chase harmless from and against all claims, actions, suits or other proceedings brought by a third party, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements) ("Claims"), 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 12 above, (ii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Chase of the Group Marks as contemplated by this Agreement, (iii) Group Direct Promotions, or (iv) any actual or alleged 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.

(c) Indemnification by Chase. Chase shall indemnify, defend and hold Group harmless from and against all Claims arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Chase contained in Paragraph 12 above, (ii) any actual or alleged act or omission of Chase in connection with the issuance of Credit Card(s) and/or the administration of Credit Card Accounts which constitutes a violation of applicable law, (iii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Group of the Chase Marks as contemplated by this Agreement, or (iv) any actual or alleged negligent act or omission or willful misconduct of Chase or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

14. Exclusivity.

(a) Cards. During the Term of this Agreement, Chase shall have the exclusive right to offer credit card, and charge cards, and related services to Group Members, and Group agrees that during the Term hereof it shall not by

  
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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 credit card, charge card, or private label cards and related services, with or without Group's Marks and/or rewards programs, to Group Members.

(b) Upon the parties reaching an agreement regarding any new business opportunity in Paragraph 15, the exclusivity provisions of this Paragraph 14 shall also apply to the new business opportunity.

15. Other Business Opportunities. Chase and Group shall work together to identify other mutually beneficial and mutually agreeable Business Opportunities in addition to the Program.

16. Term. Subject to the provisions of subparagraphs 17 (a)-(d) below, this Agreement shall be effective as of the Effective Date and shall continue for an initial term of seven (7) years (the "Initial Term"). Following the Initial Term, this Agreement shall be automatically renewed for successive renewal terms of two (2) years each ("Renewal Term") unless, at least 180 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 under the current terms and conditions (Initial Term and Renewal Term are collectively referred to as "Term"). If, upon expiration of the Term, a new agreement has not been finalized, this Agreement will auto-renew at the current Royalty rates on a month-to-month basis until such time as a new agreement is finalized or the parties agree not to renew.

17. Default/Termination.

(a) Material Default. 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 sufficient detail of its plans to initiate

  
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substantive steps to remedy the default and diligently thereafter pursues the same to completion within such additional thirty (30) day period.

(b) Insolvency. 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 company 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; (ii) shall take any action to authorize commencement of any such proceeding; or (iii) ceases to conduct its normal and customary business operations.

(c) Material Change in Law, Etc. 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 MasterCard International Inc. ("MasterCard"), Visa USA, Inc. ("Visa") or any other applicable payment network association or entity makes the continued performance of this Agreement under the then current terms and conditions commercially impractical or illegal, the parties will use good faith efforts to modify the Program and provisions of this Agreement to continue performance of this Agreement in a legal and commercially practical manner. If the parties are unable to reach agreement on acceptable modifications to this Agreement within 60 days, either party then may terminate this Agreement upon ninety (90) days advance written notice, or sooner as may be required by applicable law. Such written notice shall include a detailed explanation and evidence of the commercial impracticality or illegality imposed as a result of such change and the terminating party's inability to continue with performance under this Agreement as currently structured. Such termination shall be without liability, penalty or damages to the terminating party.

(d) Effect of Termination. Upon termination of this Agreement:

(i) The parties each shall promptly destroy or return to the other all materials, including take-ones, Lists, Marketing Materials and other Confidential Information that have been exchanged pursuant to this Agreement, such destruction to be certified in writing, including a statement that no copies have been kept;

  
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(ii) All Accounts that have been opened pursuant to the terms hereof, together with all Accounts for which applications have been received but not yet processed by Chase as of the effective date of such termination, shall remain the sole and exclusive property of Chase;

(iii) Chase may issue card(s) to applicants whose applications are received after the effective date of such termination, and replace Credit Cards with any payment card product offered by Chase or its affiliates and without any reference to Group on such card(s);

(iv) Except as otherwise specifically set forth herein, all obligations to Group shall cease on the effective date of such termination.

(v) Chase's obligation to pay Royalties, Guarantees, and any other payments shall cease immediately upon the termination of this Agreement for any reason whatsoever, provided that such Royalties and any other applicable payments shall be reconciled and paid to the date of termination.

(vi) Upon termination of this Agreement by Chase pursuant to paragraphs 15(a-c) above, Group shall remit to Chase the unearned portion of any Guarantee within ten (10) days of the effective date of such termination.

18. Non-Competition. With respect to all Accounts established pursuant to this Agreement, Group agrees that neither Group, its affiliates, nor any entity which Group controls shall by itself or in conjunction with others, directly or indirectly, during the Term of this Agreement and for a period of two (2) years following the termination of this Agreement for any reason whatsoever, specifically target any offer of a credit card, charge card and/or payment card or related products to Cardmembers. Provided however, Group may, after termination of this Agreement, offer current Cardmembers the opportunity to participate in another credit card program endorsed by Group, provided Group does not make such offer only to such Cardmembers but rather as a part of a general solicitation to all Group Members and provided further no such existing Cardmembers are directly or indirectly identified as a Cardmember of Chase, or offered incentives different from that offered to all Group Members.

19. Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered either

  
Initials

by personal delivery; by telecopy; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to Chase, to:

CHASE BANK USA, N.A.  
Three Christina Centre  
201 North Walnut Street  
Wilmington, DE 19801  
Attention: Affinity Card Senior Segment Director

with a copy at same address to:  
General Counsel  
Fax: 302-282-8361

If to Group, to:

OREGON STATE UNIVERSITY ALUMNI ASSOCIATION,  
INC.  
204 CH2M Hill Alumni Center,  
Corvallis, Oregon 97331  
-  
Attention: Jeffry Todd

with a copy to:  
Kurt F. Hansen  
Schwabe Williamson & Wyatt P.C.  
1211 SW Fifth Ave., Suite 1600  
Portland, OR 97204

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 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

  
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requires a response in ten (10) or fewer business days, the notice shall be sent by hand delivery or telecopy.

20. Assignment. Neither party may assign its rights and/or obligations pursuant to the Agreement without the prior written consent of the other party to this Agreement. Provided, however, notwithstanding the foregoing, (i) Chase may assign this Agreement and any of Chase's rights and obligations, to its affiliates, subsidiaries, or parent; and (ii) Chase may, upon delivery of prior written notice to Group, assign this Agreement to any other federally regulated financial institution upon the condition that the assignee shall assume, either expressly or by operation of law, all of Chase's obligations hereunder.

21. 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.

22. 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.

23. Severability. In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the parties shall use commercially reasonable efforts to modify the Agreement consistent with the original intent of the parties and the remaining provisions of this Agreement shall remain in full force and effect.

24. Alternative Dispute Resolution. Group and Chase hereby agree that all disputes shall be resolved pursuant to this Paragraph, except that equitable relief may be sought pursuant to the confidentiality provisions of Paragraph 11 from any court of competent jurisdiction.

(a) Informal Dispute Resolution. Any controversy or claim between Group, on the one hand, and Chase on the other hand, arising from or

  
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in connection with this Agreement or the relationship of the parties under this Agreement whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Dispute") shall be resolved as follows:

(i) Upon written request of either Group or Chase, a duly appointed representative(s) of each party will meet for the purpose of attempting to resolve such Dispute. Should they be unable to resolve the Dispute, the Executive Director of Group will meet with Chase's Senior Segment Director (the "Executives") in an effort to resolve the Dispute. Said meeting shall be in person or by telephone.

(ii) The Executives shall meet as often as the parties agree to discuss the problem in an effort to resolve the Dispute without the necessity of any formal proceeding.

(iii) Formal arbitration proceedings for the resolution of a Dispute may not be commenced until the earlier of:

(A) the parties concluding in good faith that amicable resolution through the procedures set forth in subsections (i)-(ii) hereof does not appear likely; or

(B) the expiration of the thirty-five (35) day period immediately following the initial request to negotiate the Dispute;

provided, however, that this Paragraph will not be construed to prevent a party from instituting formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors or to seek temporary or preliminary injunctive relief. The commencement of a proceeding pursuant to this provision does not relieve a party from the executive consultation requirement contained in this Paragraph.

(b) Arbitration.

(i) If the parties are unable to resolve any Dispute as contemplated above, such Dispute shall be submitted to binding arbitration at the election of either Group or Chase (the "Disputing Party). The arbitration shall be submitted to the American Arbitration Association ("AAA") to be administered in accordance with the provisions of its Commercial Arbitration

  
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Rules, (including the Emergency Interim Relief Procedures, and the Procedures for Large, Complex Commercial Disputes, but only to the extent that the Procedures for Large, Complex Commercial Disputes apply).

(ii) Within fifteen (15) days after the commencement of such arbitration, each party shall select one person to act as arbitrator. The two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the AAA shall select the third arbitrator. The panel shall be knowledgeable in the commercial aspects of co-branded credit card programs similar to the Program. The place of arbitration shall be Wilmington, Delaware. The United States Arbitration Act shall govern the interpretation of, enforcement of, and proceedings pursuant to this section. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" as used in this section means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion rendered not later than thirty (30) days after the hearing or completion of post-hearing briefing, whichever is later. Notwithstanding the foregoing, either party may apply to the arbitrators for injunctive relief until the arbitration award is rendered or the dispute is otherwise resolved. Either party also may, without waiving any remedy under this section, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal or pending the arbitral tribunal's determination of the merits of the dispute. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration under this section without the prior written consent of each party.

(iii) The parties agree that any Award, including an Award rendered following remand after appellate review hereunder, shall be subject to review according to the Optional Appeal Procedure of the AAA Rules. The Appeal Panel shall be composed of three retired judges or justices of any state or federal court, selected in accordance with the AAA Rules. The Arbitrator who rendered the Award being reviewed shall not be eligible to serve on the Appeal Panel.

  
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(iv) Any award rendered by the arbitrator or Arbitration Panel, as modified, if applicable, following one or more appeals, will be final, conclusive and binding upon the parties and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

(v) All discussions and negotiations pursuant to this Paragraph 24 shall be confidential and shall be treated as compromise and settlement negotiations under the Federal Rules of Evidence and state rules of evidence.

(b) 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.

25. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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 PRINCIPLES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY OR INFRINGEMENT OF THE MARKS.

26. 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

  
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obligations under this Agreement that are dependent upon the parallel performance of the non-performing party.

27. Audits.

(a) Reciprocal Audit Privileges. From time to time during the Term of this Agreement and for one year after termination of this Agreement upon reasonable notice by the auditing party, the audited party will allow auditing party or a third party (provided such third party agrees to be bound by the Confidentiality provisions herein, or whose professional ethical obligations impose a duty on it with respect to Confidential Information comparable to the aforesaid sections of this Agreement), selected by the auditing party and reasonably acceptable to audited party, to perform an audit, at times and in a manner which does not unreasonably disrupt the operations of the audited party nor cause the audited party to violate any confidentiality agreements with third parties, to determine whether the audited party is in compliance with all of its obligations contained in this Agreement.

(b) Cooperation with Government Regulators. Group and Chase each agree to use reasonable efforts to cooperate with any and all governmental regulators having jurisdiction over Group or Chase in connection with any audit or inquiry concerning Group's or Chase's compliance with any governmental regulation.

28. Successors and Assigns; Third Party Rights. The rights and obligations of the Chase and Group shall inure to the benefit of and shall be binding upon the respective successor and permitted assigns of each of them. Nothing contained in this Agreement establishes, creates or is intended to, or shall be construed to establish or create, any right in or obligation to any third party.

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

30. Construction. Each party and their respective counsel all participated fully in the negotiation and preparation of this Agreement. Each party agrees that any rule of construction or similar principle that provides that an ambiguity in a document shall be interpreted against the drafter thereof shall

  
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not be employed in any dispute or litigation involving this Agreement or the transactions contemplated in this Agreement.

31. Securitization of Accounts. Chase may, at any time and from time to time, sell any of the receivables associated with the Accounts pursuant to a securitization of such receivables. Nothing contained herein shall be deemed to require the prior written approval of Group in connection with any such securitization.

32. Sale of Accounts. In accordance with its then current policy(ies), Chase may, at any time and from time to time, without prior approval, sell any Accounts wherein the Cardmember is deceased, has declared bankruptcy, or the Account is delinquent or has been charged-off.

33. Survival. The following paragraphs shall survive the termination of this Agreement: 1, 2(b), 4(d) regarding post-termination rewards redemptions, 9(a), 11, 13, 18, 19, 22, 23, 24, 25, 27, 28, 29, 30 and 33.

[SIGNATURE PAGE FOLLOWS]

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

OREGON STATE UNIVERSITY ALUMNI ASSOCIATION, INC.

By: *Kiri Holloway*  
Name: *Kiri Holloway*  
Title: *President, OSUAA*  
Date: *3/20/08*

CHASE BANK USA, N.A.

By: *Heather Philp*  
Name: *Heather Philp*  
Title: *Sr. Segment Director*  
Date: *4/4/08*

*PSA*  
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EXHIBIT A

ROYALTIES and GUARANTEE

Chase agrees to pay to Group the following Royalties and Guarantee in conjunction with the Program that is the subject of this Agreement.

1. Account/Renewal Royalty.

(a) \$3.00 for each new Group Credit Card Account approved by Chase pursuant to the Program and activated, excluding however, Accounts that are closed in the same month as opened ("Account Royalty"). "Activated" shall mean that the Credit Card has been used to make a purchase of goods or services, or cash advance or the purchase of a cash equivalent.

(b) \$5.00 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 the purposes of this Agreement, "Active" shall mean that a statement has been issued for the Account within the six (6) months preceding the anniversary date of the Account.

2. Sales Royalty. Sixty-five one hundredths of one percent (0.65%) of the Net Retail Sales for each Account originated pursuant to this Agreement (the "Sales Royalty"). Provided, however, if the parties mutually agree upon a rewards program to be associated with the Credit Card, the Sales Royalty shall be reduced to thirty-five one hundredths of one percent (0.35%) of Net Retail Sales on any Account associated with the Rewards program. For purposes hereof, "Net Retail Sales" means the aggregate amount of individual purchases posted to Accounts less the aggregate amount of all refunds to Accounts, such as credits for returned merchandise or disputed billing items. Net Retail Sales shall not include (i) those amounts representing annual fees, finance charges and other bank fees or charges posted to 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) or (ii) balance transfers, convenience checks, cash advances and transactions fees related to the foregoing transactions.

  
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4. Guarantee. During the Initial Term, Chase shall pay to Group a payment in the sum of \$ 3,175,000 (the "Guarantee"), which shall be offset against all amounts earned by Group pursuant to Paragraphs 1 and 2 above. The Guarantee shall be paid to Group in seven installments: (i) \$453,571.42 within 30 days of the effective date of this agreement hereof July 1, 2005, provided that, pursuant to Paragraph 2(a) of this Agreement, Group has delivered to Chase the List containing a minimum of 110,000 Mailable Names; and (ii) \$453,571.42 on each of the next six (6) anniversaries of the effective date of this Agreement as follows:

\$453,571.42 on July 1<sup>st</sup>, 2006

\$453,571.42 on July 1<sup>st</sup>, 2007

\$453,571.42 on July 1<sup>st</sup>, 2008

\$453,571.42 on July 1<sup>st</sup>, 2009

\$453,571.42 on July 1<sup>st</sup>, 2010

\$453,571.42 on July 1<sup>st</sup>, 2011

In the event that at any time after the initial delivery of the List pursuant to Paragraph 2(a) above, Group delivers a List to Chase pursuant to Paragraph 2(a), but such List contains less than the minimum 110,000 Mailable Names, Chase shall deduct \$28.86 - per name under the 110,000 minimum referenced above (the "Deduction") and the Guarantee shall be reduced by an amount equal to the Deduction. At such time during the Term as actual earnings by Group exceed the Guarantee, Chase shall pay Group as described in paragraph 7 of this Agreement.

In each year of the Initial Term that Group makes available to Chase a Student List (up to 2 times a year) for the purpose of marketing the Program and, during the fall and spring semesters grants Chase access to the University campus (for a minimum of 14 days per year) to solicit applications for the Program ("Student Marketing Access"), Chase will pay Group an additional \$71,428.57 within thirty (30) days of the anniversary of the effective date of this Agreement. Total payments for Student Marketing Access shall not exceed \$500,000 for the Term of this Agreement.

  
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EXHIBIT B

LICENSED MARKS

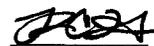


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## EXHIBIT C

### DEFINITIONS

<b>Definition</b>	<b>Paragraph Reference</b>
AAA	Paragraph 24(b)(i)
Accounts	Paragraph 6(c)
Account Royalty	Exhibit A, Paragraph 1(a)
Act	Paragraph 11(i)
Activated	Exhibit A, Paragraph 1(a)
Active	Exhibit A, Paragraph 1(b)
Agreement	Preamble
California Privacy Law	Paragraph 11(b)
Cardmember(s)	Paragraph 6(b)
Chase	Preamble
Chase Marks	Paragraph 1(b)
Claims	Paragraph 11(a)
Confidential Information	Paragraph 11(a)
Costs and fees	Paragraph 24(b)(ii)
Credit Card(s)	Recitals
Deduction	Exhibit A, Paragraph 4
Disclosing Party	Paragraph 11(a)
Dispute	Paragraph 24(a)
Disputing Party	Paragraph 24(b)(i)
Enhancement Products	Paragraph 3(d)
Executives	Paragraph 24(a)(i)
E-mail Campaigns	Paragraph 4(e)
Force Majeure Event	Paragraph 26
Group	Preamble
Group Marks	Paragraph 1(a)
Group Members	Recitals
Group Direct Promotions	Paragraph 5
Guarantee	Exhibit A, Paragraph 4
Initial Term	Paragraph 14
Instant Credit Offers	Paragraph 4(g)
Launch	Paragraph 14

  
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List(s)	Paragraph 2(a)
Mailable Names	Paragraph 2(a)
Marks	Paragraph 1(c)
Marketing Fee	Exhibit A, Paragraph 2
Marketing Materials	Paragraph 3(c)
Net Retail Sales	Exhibit A, Paragraph 3
Offers	Paragraph 4(g)
Pre-approved Offers	Paragraph 4(g)
Premiums	Paragraph 3(c)
Privacy Regulation	Paragraph 11(b)
Program	Paragraph 1(a)
Receiving Party	Paragraph 11(a)
Renewal Royalty	Exhibit A, Paragraph 1(b)
Renewal Term	Paragraph 14
Rewards Program	Paragraph 4(d)
Royalties	Paragraph 7(a)
Sales Royalty	Exhibit A, Paragraph 3
Term	Paragraph 14
University	Paragraph 1(a)

  
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SCHEDULE 4(c)

**PROMOTIONAL VEHICLES  
TO BE PROVIDED BY GROUP**

•  
**CONCOURSE BOOTHS**

- **FOOTBALL HOME GAMES:** Chase shall have the right to set up a minimum of five (5) booths inside the stadium/arena in which each event occurs and actively solicit applications at all home games and give away Premiums supplied by Chase (including but not limited to t-shirts), featuring the University's logo, to all persons who apply for the Credit Card. Such displays shall be placed in prominent locations with respect to visibility and pedestrian foot traffic. After the first two home football games, Chase and Group shall review, in good faith, the quantity of applications received at the booths during the prior two home games. Group shall also use best efforts to obtain the necessary permission to allow Chase to utilize one (1) additional booth outside the stadium at the University Alumni Center in a position acceptable to Chase for home games. -
- **BASKETBALL HOME GAMES:** Chase shall have the right to set up a minimum of two (2) booths in the stadium/arena in which each event occurs and actively solicit applications at all home games, if any, and give away Premiums supplied by Chase (including, but not limited to, t-shirts), featuring the University's logo, to all persons who apply for the Credit Card. Such displays shall be placed in prominent locations with respect to visibility and pedestrian foot traffic. Group shall allow Chase to utilize up to an additional (2) two booths outside the stadium/arena for upcoming home games.
- **OTHER INTERCOLLEGGIC SPORTS (AT CHASE'S OPTION):** Group, if requested by Chase, shall use its best efforts to acquire for Chase the right to set up a minimum of two (2) booths in the stadium/arena in which each event occurs and actively solicit applications at all home games, if any, and give away Premiums supplied by Chase (including, but not limited to t-shirts), featuring the University's logo, to all persons who apply for the

  
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Credit Card. Such displays shall be placed in prominent locations with respect to visibility and pedestrian foot traffic.

- Group will use best efforts to utilize a public address system to direct fans to go to the booths and sign up for the credit card at all Chase attended games 2 times per game.

## MISCELLANEOUS

- Positioning of "take-one" applications at mutually agreeable locations.
- Inclusion of Marketing Materials and related link in Group's email newsletter up to four times per year.
- Group will write one Program related promotional article per year in the Oregon Stater or successor.

## STUDENT MARKETING

- Subject to Paragraph 2(b), Chase shall have the right to set up a minimum of three (3) booths on the University campus to actively solicit applications and give away Premiums supplied by Chase (including but not limited to t-shirts), featuring the University's logo, to all persons who apply for the Credit Card.
- Subject to Paragraph 2(b), Group shall make best efforts to allow Chase the right to conduct up to four (4) direct mail campaigns (excluding re-mails) per year.

## GROUP MEMBER MARKETING

- Chase shall have the right to conduct up to two (2) telemarketing campaigns per year and up to six (6) direct mail campaigns (excluding re-mails) per year.

## FOUR SEASON TICKETS

- Four (4) tickets upon Chase's request to all regular season home games

  
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- Four (4) tickets upon Chase's request to all Playoff Home Games, if any

### HOME PAGE BANNER PLACEMENT

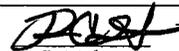
Chase shall have the right to a banner or button ad on the home page of [www.alumni.oregonstate.edu](http://www.alumni.oregonstate.edu), or any successor or future website and use its best efforts to provide access on the University's athletic website. The banner ad or button shall be supplied by Chase.

  
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SCHEDULE 11(b)(iii)

INFORMATION SECURITY GUIDELINES

Objective	Requirements
<p>1. Protect and ensure secure treatment of Chase Customer Information</p>	<p>Group will:</p> <ol style="list-style-type: none"> <li>1) Adhere to a written, comprehensive, security policy and management framework for handling Chase Customer Information that addresses information security, including procedures for information processing, information storage, media handling, computer operations, change control, virus detection incident response, and disaster recovery.</li> <li>2) Only disclose Chase Customer Information to third parties with Chase's consent and return or certify the destruction of all Chase Customer Information when it is no longer needed to provide goods or services to Chase.               <ol style="list-style-type: none"> <li>a) Cause all information systems containing Chase Customer Information to display logon banners that alert any user, whether authorized or not, of the presence of Chase Customer Information.</li> <li>b) Label any media which contains Chase Customer Information with a generic name that does not allow a reader to infer Chase Customer Information is contained on that media.</li> <li>c) Use an approved encryption method (e.g., 128-bit encryption) using American National Standards Institute (ANSI) standards, at a minimum, for transmitting the following Chase customer information: name, social security number, and date of birth and street address.</li> <li>d) Update security patches and operating systems to optimize processing or storing Chase Customer Information.</li> </ol> </li> </ol>
<p>2. Control access to Chase Customer Information</p>	<p>Group will:</p> <ol style="list-style-type: none"> <li>1) Permit access to Chase Customer Information only by its personnel who have a "need to know" under the terms of the Agreement and limit remote access to those personnel in accordance with a written two factor authentication policy.</li> <li>2) Ensure that user access devices displaying Chase Customer Information will display a blank screen or screen saver after 10 minutes of inactivity and require a password to re-display Chase Customer Information.</li> <li>3) Uniquely identify each user with access to Chase Customer Information and ensure that no person's identification or authentication information is used to originate simultaneous processes from multiple physical locations.</li> <li>4) Disable and purge from the system any user identification capable of accessing Chase Customer Information that has been inactive for 6 months.</li> <li>5) Enforce a mutually agreed upon password policy with respect to systems containing any Chase Customer Information that contains the following minimum standards:               <ol style="list-style-type: none"> <li>a) Users must have unique password, which are not the same as the user ID, and must not disclose or share passwords.</li> <li>b) Users must not document passwords in any readily perceivable manner.</li> <li>c) Newly issued passwords must expire on the first use and subsequent passwords must</li> </ol> </li> </ol>

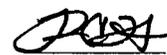
  
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	<p>expire after 90 days.</p> <p>d) The system's password file must be encrypted in a one-way encrypted state (e.g., non reversible). Any user shall never view actual passwords.</p> <p>e) Passwords must have a minimum length of 7 digits and must be distinctive (e.g., contain both alpha and numeric or symbolic characters).</p> <p>f) The system must prevent re-use of recently used passwords (i.e., within the last one year).</p> <p>g) The authentication system must lock out Users after 5 unsuccessful attempts to enter a password and require a reset after user authentication.</p> <p>6) Maintain appropriate barriers between un-trusted networks such as the Internet and systems containing Chase Customer Information, including by:</p> <p>a) Installing, configuring and monitoring system configuration, firewall (intrusion prevention) and intrusion detection software protecting systems where Chase Customer Information is stored or processed.</p> <p>b) Maintaining a written network diagram showing all equipment, tools and media where Chase Customer Information is processed or stored.</p> <p>c) Adhere to a comprehensive policy and procedure to audit logs of all monitoring tools and to resolve any unauthorized access attempts.</p>
3. Ensure physical security of facilities where Chase Customer Information is stored	<p>Group will:</p> <p>1) Maintain the appropriate number of layers of physical security between unauthorized people and systems which store or process Chase Customer Information (e.g., for most purposes, the appropriate number of layers will be three).</p> <p>2) Maintain at least one monitoring layer.</p>
4. Protect and ensure secure treatment of Chase systems	If Group will access any Chase systems to perform its obligations under the Agreement, Chase's Information Security Standards will apply. See System Access Terms for more detail.
5. Provide enhanced security when required	If appropriate based on the risk to Chase or regulatory requirements, Chase may require stricter security practices than those described in these Information Security Standards.
6. Ensure certification of the standard	<p>Group will:</p> <p>On or before execution and delivery of this Agreement and annually thereafter during the term of this Agreement, deliver the following to Chase:</p> <p>a) Provide a report by an independent third party audit firm that describes Group's control policies and procedures including a statement on the operating effectiveness of those policies and procedures. Alternatively, a Type II SAS 70 Report, as described in the then-current Statement of Auditing Standard 70 of the American Institute of Certified Public Accountants, may be provided unless otherwise specified by Chase within 60 days after receiving such a report</p> <p>b) An annual financial statement including a balance sheet and statement of changes in working capital, audited by independent public accountants acceptable to Chase</p>
7. Ensure ongoing compliance to the standard	<p>Group will:</p> <p>During the term of this Agreement, at all times substantially comply with all ISO/IEC 17799 (Chase Information/Technology Code of Practice for Information Security Management) ("Control Polices") then in effect (a) that are applicable to Group's obligations under this Agreement and (b) of which Group is informed.</p> <p>If (as a result of an on-site review performed by Chase or its agent) Chase determines that Group is not complying with such Control Policies as required by this exhibit, Group shall at its own expense take steps specified by Chase to correct such non-compliance within a time period to be determined by Chase.</p> <p>If the parties despite good faith efforts are unable to modify or be in compliance within a</p>

  
Initials

	reasonable agreed upon time period then Chase shall be permitted to charge to Group Chase's reasonable expenses incurred in establishing an alternative arrangement for the performance of Group's obligations hereunder.
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These Information Security Standards are not intended to be complete or comprehensive and do not limit Group's obligations under the Agreement or applicable law. These Information Security Standards do not limit the scope of an audit or review by Chase, and compliance with these Information Security Standards is necessary but may not be sufficient to protect Chase Customer Information. A breach of these Information Security Standards will be a material breach of the Agreement unless Group can demonstrate why the recommended practice is not required in order to conform to the confidentiality and privacy provisions of the Agreement. Nothing in these Information Security Standards will create any rights in Group or impose any liability on Chase, by contract, reliance or otherwise. Group will pay any costs of compliance with these Information Security Standards without additional charge under Group's contract with Chase.

  
Initials

**[Optional – for use only for email campaigns]**

**E-Mail Campaigns**

**Schedule to the Bankcard Joint Marketing Agreement**

Dated \_\_\_\_\_, 200\_

by and between

Chase Bank USA, N.A.

and

Oregon State University Alumni Association

This Schedule \_ is dated this \_\_\_ day of \_\_\_\_\_, 200\_.

**Campaign Description.** The e-mail Campaign shall require Group to email to approximately \_\_\_ Group Members who have agreed to receive email from Group a marketing letter with a link to Chase's website where the Credit Card application and disclosures are available for the Group Member to review the terms and apply for the Credit Card. E-mails will be served between \_\_\_/\_\_\_/0\_ and \_\_\_/\_\_\_/0\_.

**Party Responsible for the development of Campaign Term.**

Chase either directly or through its contractors will develop the content of the promotional copy.

**Reports.**

Promptly after the conclusion of the email Campaign, Group shall provide Chase with the following information regarding the e-mail Campaign: (1) number of emails sent, (2) number of emails opened, (3) number of emails attempted to be sent but could not be sent because the Group Member elected not to receive emails after the date that the email list was prepared for the e-mail Campaign.

**Payment.**

Group shall be compensated for each new activated account in accordance with the terms of Exhibit A of the Agreement.

**Performance Standards.**

  
Initials

There are no additional requirements for this e-mail Campaign that are not set forth in the Agreement other than:

Capitalized terms not defined herein shall have the same meaning as those terms are defined in the Agreement.

Each of the parties has caused this Schedule to be executed on its behalf by its duly authorized representative as of the date first above written.

OREGON STATE UNIVERSITY ALUMNI  
ASSOCIATION, INC.

By: *Kim Holloway*  
Name: *Kim Holloway*  
Title: *President, OSUAA*  
Date: *3/20/06*

CHASE BANK USA, N.A.

By: *Heather Philp*  
Name: *Heather Philp*  
Title: *Sr. Segment Director*  
Date: *4/4/06*

*JP*  
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