# AMENDED AND RESTATED AFFINITY CARD PROGRAM AND TRADEMARK LICENSE AGREEMENT

**by and between**

**SIGMA CHI CORPORATION**

**and**

**U.S. BANK NATIONAL ASSOCIATION ND**

**made and entered into effective as of September 30, 2011**

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# AMENDED AND RESTATED AFFINITY CARD PROGRAM AND TRADEMARK LICENSE AGREEMENT

This Amended and Restated Affinity Card Program and Trademark License Agreement ("Agreement") is made and entered into effective as of September 30, 2011 (the "Effective Date") by and between Sigma Chi Corporation ("Organization") having its principal place of business at 1714 Hinman Avenue, Evanston, IL 60201, and U.S. Bank National Association ND, a national banking association ("U.S. Bank") with its principal place of business at 4325 17th Avenue SW, Fargo, North Dakota 58103.

## RECITALS

WHEREAS, U.S. Bank is a wholly owned subsidiary of U.S. Bancorp, is a member of Visa, U.S.A., Inc. and MasterCard Incorporated, Inc. and issues Visa-branded and MasterCard-branded credit cards, charge cards, debit cards (Visa only), stored value cards and other banking cards;

WHEREAS, Organization wishes to participate in a program involving the issuance to eligible individuals of Visa-branded credit cards bearing trademarks of Organization and providing rewards to the cardholders for the use of such cards, and

WHEREAS, U.S. Bank is willing to issue such credit cards and perform related services to support this program, pursuant to the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants hereinafter set forth, and payments provided for in this Agreement, the parties agree as follows:

1. DEFINITIONS.

For the purposes of this Agreement and except as otherwise specifically set forth herein, the following terms shall be defined as hereinafter set forth:

1.1 "Affiliate" shall mean (a) with respect to Organization, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with Organization, and (b) with respect to U.S. Bank, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with U.S. Bank, as of the date hereof or hereafter.

1.2 "Application Page" shall have the meaning set forth in Schedule A.

1.3 "Business Day" shall mean any day (other than a Saturday, Sunday or Federal U.S. holiday) on which national banks are permitted to be open in Minnesota and North Dakota.

1.4 "Card Account" shall mean a revolving line of credit extended by U.S. Bank to an Eligible Applicant accessed by use of an Organization Card.

1.5 "Card Net Purchases" shall mean the dollar amount of purchases made by Cardholders using Organization Cards during any statement period minus the dollar amount of all chargebacks, refunds, purchase returns and credits (other than Card Account payments) to the Card Accounts for such Cardholders made during that statement period. Card Net Purchases do not include cash advances, quasi-cash or cash equivalent advances, convenience checks or balance transfers made by Cardholders using Organization Cards.

1.6 "Cardholder" shall mean a person who requests and receives the Organization Card.

1.7 "Change of Control" shall mean where the Control of a party is acquired, directly or indirectly, by a non-Affiliated entity in a single transaction or series of related transactions, or all or substantially all of the assets of such party are acquired by any non-Affiliated entity, or such party is merged with or into a non-Affiliated entity to form a new entity.

1.8 "Cirrus Service Marks" shall mean the service marks "Cirrus" and a certain half-circular design, all of which are owned by Cirrus System, Inc.

1.9 "Confidential Information" shall have the meaning set forth in Section 9.1.

1.10 "Control" shall mean the possession, direct or indirect, of the power to vote 50% or more of the securities or other ownership interests that have ordinary voting power for the election of directors or other persons performing similar functions of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise.

1.11 "Decoupled Debit" shall mean a payment card account with a debit BIN which can access a deposit account held at a financial institution which may be a financial institution other than the card issuer.

1.12 "Do Not Solicit List" shall have the meaning set forth in Section 2.9.

1.13 "Eligible Applicant" shall mean a Member or other individual who requests an Organization Card from U.S. Bank and meets U.S. Bank's credit granting criteria.

1.14 "Governing Regulations" shall mean the bylaws, rules and regulations of the National Association.

1.15 "Incremental Royalties" shall mean the income earned by Organization for Accounts that were opened via an Organization Channel.



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1.16 "Licensed Marks" shall mean the current and future trademarks, service marks, stylized marks, photographs, and logos of Organization, which are owned by Organization or which Organization otherwise has a right to use and license, and any and all applications and registrations related thereto.

1.17 "Licensee" shall have the meaning set forth in Section 3.2.

1.18 "Licensor" shall have the meaning set forth in Section 3.2.

1.19 "Mailing Lists" shall mean the lists of non-duplicative first and last names, with most current home street addresses and email addresses and, where available, telephone numbers, of individuals who are Members, who are over the age of 18 that are to be provided by Organization to U.S. Bank or a service bureau designated by U.S. Bank.

1.20 "Marks" shall mean, in the context, either the U.S. Bank Marks or the Licensed Marks.

1.21 "Master Card Service Marks" shall mean the mark "MasterCard", the intertwined circle design and all other service marks owned by MasterCard International Inc.

1.22 "Member" shall mean members, donors or associates and other individuals who are otherwise on Mailing List.

1.23 "National Association" shall mean, as applicable, Visa U.S.A., Inc.; Visa International, Inc.; Plus System, Inc.; Master Card International Inc. and Cirrus System, Inc.

1.24 "Non-Reward Account" shall mean a Card Account that does not earn rewards based on Card purchases.

1.25 "Organization Card" or "Card" shall mean a Visa- or MasterCard-branded credit card bearing Licensed Marks and U.S. Bank Marks issued to an Eligible Applicant under the Program.

1.26 "Organization Card Program" or the "Program" shall mean the program, pursuant to the terms of this Agreement, whereunder U.S. Bank issues Organization Cards to Eligible Applicants and administers the Card Accounts and funds and administers rewards to Cardholders based on Card purchases.

1.27 "Organization Channel" shall mean a source of a bona fide application for the Organization Card that can be identified as an Organization source via a Source Code, and includes any channel that is primarily funded by Organization. Without limiting the foregoing, examples of Organization Channels include, the Organization Website and Organization magazine advertising.



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1.28 "Organization Website" shall mean one or more internet web site(s) maintained by or on behalf of Organization for the purpose of promoting Organization.

1.29 "PLUS SYSTEM Trademark" or "PLUS SYSTEM Mark" shall mean the service marks "PLUS SYSTEM" and a certain diamond design, all of which are owned by Visa International, Inc.

1.30 "Prior Approval" shall mean the prior written approval of a party, which shall not be unreasonably withheld or delayed and shall be deemed given if the party fails to disapprove or otherwise respond to a written request for approval from the other party within twelve (12) Business Days following the date when such written request was made. For purposes of this definition, written requests and responses may be made by e-mail; provided, that any party relying on e-mail use shall retain records of such use.

1.31 "Replacement Card" shall mean a Card that does not use or bear Licensed Marks and is issued in replacement of Organization Cards by U.S. Bank following termination of this Agreement.

1.32 "Requirements of Law" shall mean with respect to any party hereto, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon such party or to which such party is subject, whether federal, state, county, local or otherwise (including, without limitation, usury laws, the following Federal laws and regulations: the Truth-In-Lending Act, the Fair Debt Collection Practices Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Bank Secrecy Act, the Electronic Funds Transfer Act, the National Bank Act, the Gramm-Leach-Bliley Act, the USA PATRIOT Act, the Sarbanes-Oxley Act, the FACT Act, the Credit CARD Act, and Regulations B, E, P and Z of the Board of Governors of the Federal Reserve System).

1.33 "Reward Account" shall mean a Card Account that earns rewards, which are determined and administered by U.S. Bank.

1.34 "Royalties" shall mean the income earned by Organization for U.S. Bank's use of the Licensed Marks.

1.35 "Solicitation" shall mean any advertisement, letter, flyer, internet marketing, Card Account applications or other written correspondence promoting Organization Card.

1.36 "Source Code" shall mean the unique promotions code or other similar identifier used to identify the channel (i.e., Organization Channel or U.S. Bank Channel) associated with the parties' respective marketing efforts.

1.37 "Total Royalties" shall mean Royalties and Incremental Royalties.

1.38 "U.S. Bank Channel" shall mean a source of a bona fide application for the Organization Card that can be identified as a U.S. Bank source via a Source Code,

and includes any channel that is primarily funded by U.S. Bank. Without limiting the foregoing, examples of U.S. Bank Channels include advertising in any U.S. Bank or U.S. Bank Affiliate branch, all direct mail, and event tabling staffed by U.S. Bank.

1.39 "U.S. Bank Marks" shall mean the names "US Bank" and "US Bancorp" and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bancorp, as well as any other trademark or service marks owned by U.S. Bancorp and/or one or more of its Affiliates that include the terms "US Bank" ("UBANK, "US," or "U") or "US Bancorp."

1.40 "Visa Service Marks" shall mean the mark "Visa" and all other service marks owned by Visa U.S.A., Inc. or Visa International, Inc.

Other terms defined herein shall have the meanings set forth in the contexts of use.

2. RESPONSIBILITIES WITH RESPECT TO THE PROGRAM.

2.1 Card Issuance.

2.1.1 Beginning on the Effective Date and thereafter until termination of this Agreement, U.S. Bank shall offer Organization Cards to Eligible Applicants by means of Organization Card applications to be distributed as set forth in Schedule A.

2.1.2 Upon receipt by U.S. Bank of a properly completed Organization Card application requesting the issuance of an Organization Card, U.S. Bank will review and process such application in accordance with its customary procedures for credit card applications and established, customary and consistently applied credit and other criteria for its Card Accounts and Requirements of Law, provided that such credit and other criteria shall be consistent with those used by U.S. Bank for any other affinity credit card program, and for any such application that meets U.S. Bank's criteria, U.S. Bank will establish a Card Account and issue an Organization Card.

2.1.3 U.S. Bank shall offer Organization Cards to Eligible Applicants at pricing and account terms set by U.S. Bank from time to time, as set forth in the Card applications. U.S. Bank may change from time to time the pricing (including fees) charged by U.S. Bank and other account terms with respect to Organization Cards and Card Accounts at U.S. Bank's sole discretion. U.S. Bank may offer to Cardholders opportunities to select additional benefits related to the Program such as credit insurance.

2.1.4 U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Card Accounts to manage risks associated with fraudulent card use and other Card Account activity that has the potential of exposing U.S. Bank to financial loss or regulatory risk. Such periodic reviews may include U.S. Bank's review of a Cardholder's credit behavior. U.S. Bank reserves the right to take any necessary actions to stop fraudulent activity on any



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Card Account or otherwise to minimize any financial loss or regulatory risk to U.S. Bank, including closing a Card Account.

2.2 Design and Manufacture of Card Plastics.

2.2.1 U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering the Organization Cards. U.S. Bank and Organization will jointly design the Organization Cards subject to the rules of the National Associations. U.S. Bank shall be the sole owner of any artwork, design or image appearing on the Organization Cards, excluding the Licensed Marks and any names, trademarks or service marks belonging to any third person. Each Organization Card will be customized for the Card Program and shall bear Licensed Marks, U.S. Bank Marks and the trademarks of the appropriate National Associations on the front. Organization shall have the right to review and provide Prior Approval for the type and size of Licensed Marks to be used on the Cards.

2.2.2 Subject to Section 2.2.3, U.S. Bank shall bear the expense of manufacturing the Organization Cards issued to Cardholders.

2.2.3 Organization shall bear all costs and expenses related to any re-design of Organization Cards requested by it, unless both U.S. Bank and Organization agree in writing that a re-design is necessary. If any card re-design contemplated herein involves the addition of U.S. Bank Marks or trademarks of any of the National Associations, U.S. Bank shall bear the expense of any additional manufacturing or printing costs. U.S. Bank will issue re-designed Organization Cards to new Cardholders and to existing Cardholders upon any card re-issuance or replacement occurring in the ordinary course; provided, that, U.S. Bank may exhaust its existing stock of plastic unless Organization pays for new plastic prior thereto.

2.3 Design of Statements and Card Carriers.

2.3.1 U.S. Bank will design the Card Account statements and Card carriers, subject to Requirements of Law and the regulations of the applicable National Associations. U.S. Bank shall be clearly identified as the issuer of the Organization Card on each such statement and Card carrier. Each Card Account statement and Card carrier shall bear the U.S. Bank Marks, the Licensed Marks and the trademarks of the appropriate National Associations. Organization shall have the right to review the presence of Licensed Marks to be used thereon.

2.3.2 U.S. Bank shall bear all costs and expenses for the design, printing and production of monthly Card Account statements and Card carriers.

2.4 Program Marketing. Organization and U.S. Bank shall support the marketing and promotion of the Program, which support shall include the specific responsibilities of each party as set forth on Schedule A. Organization shall not be required to provide any services, such as marketing or promotional services, in connection with the program other than licensing the Licensed Marks to U.S. Bank;

notwithstanding the foregoing, and for avoidance of doubt, the foregoing language shall not limit Organization's responsibility to make available to U.S. Bank the marketing channels contemplated by Section II of Schedule A or to provide the Mailing Lists to U.S. as contemplated by Section II of Schedule A.

2.5 Customer Service.

2.5.1 U.S. Bank will maintain an adequate trained staff to service and cooperate with Organization in servicing of customer inquiries and complaints arising in connection with Organization Cards and other aspects of the Program, in accordance with U.S. Bank's established customer service procedures and Requirements of Law, and such staff shall be available according to Program need, as reasonably determined by U.S. Bank.

2.5.2 Organization will cooperate with U.S. Bank to provide basic training to U.S. Bank customer service representatives on Organization's standard business and additional training upon significant changes to the Program, Organization business, or Member base; provided, that U.S. Bank, in its sole discretion, may determine not to require such training. Organization will cooperate with U.S. Bank to provide training to Organization employees on basics of the Program, including when and how customers should contact U.S. Bank with questions.

2.6 U.S. Bank Operational Responsibilities. U.S. Bank shall have full responsibility for and shall control all policies, activities and decisions with respect to all Organization Cards and Card Accounts, such as card issuance and cancellation, debt collection, and issuance of personal identification numbers. U.S. Bank shall administer and be solely responsible for all operational aspects of the Program, including without limitation, plastic issuance, statement rendering, Member and Cardholder telephone inquiries, charge-back processing, computer processing and collections. Organization shall have no liability or responsibility therefor. U.S. Bank shall cause the Program to comply with all applicable Requirements of Law in all material respects. U.S. Bank has all necessary approvals, permits, licenses and other authorizations to carry out its duties under this Agreement and no governmental approvals are required.

2.7 Card Accounts. It is expressly understood by the parties that all Organization Cards and all Card Accounts are the property of U.S. Bank, and all Organization Cards and all Card Accounts, all Card Account information, all Card Account numbers and the names, addresses, telephone numbers, e-mail addresses and other identifying information of Cardholders shall be proprietary information belonging to U.S. Bank, and shall not be provided to Organization except as allowed in this Agreement. Notwithstanding the foregoing, U.S. Bank acknowledges that Organization may own customer lists that include some of the same names, addresses, e-mail addresses and telephone numbers as are on U.S. Bank's list of Cardholders, and that to the extent that Organization already has received, or may receive, independent of the Program, such names, addresses, e-mail addresses or telephone numbers, acknowledges that such names, addresses, e-mail addresses or telephone numbers are also information belonging to

Organization. In no event shall Organization have any ownership interest in a separate and identifiable list of Cardholders' names and related information.

2.8 Provision of Program Information by U.S. Bank.

2.8.1 To the extent permitted by Requirements of Law and U.S. Bank's privacy policy, U.S. Bank shall provide the following information to Organization for each month in which Organization Cards are issued and outstanding: (a) the total number of new Card Accounts opened during that month; (b) the total number of active Organization Cards; (c) the total Card Net Purchases charged to Organization Cards during that month; and (d) other information that is readily available upon which the parties may agree from time to time. Under no circumstances will U.S. Bank be obligated to provide any information to Organization if, in the reasonable determination of U.S. Bank, such provision of information could result in U.S. Bank being determined to be a credit reporting agency under the Requirements of Law, or would otherwise violate the Requirements of Law.

2.8.2 Any use by Organization of any Cardholder information provided by Cardholders or Card Account applicants (in connection with the Card Accounts or applications) or U.S. Bank pursuant to this Agreement shall be used solely for the benefit of the Program and such information constitutes Confidential Information of U.S. Bank.

2.9 Program Management. Each of Organization and U.S. Bank shall designate one or more employees who are available during normal business hours to provide basic, standard assistance in the support of the Program. Such individual(s) must have standard knowledge of the Program and such party's responsibilities in connection with the Program, and shall act as a liaison between Organization and U.S. Bank, as well as have access to its management, for decision-making capabilities with respect to the Program.

2.10 Compensation.

2.10.1 Starting upon the Effective Date, U.S. Bank shall pay to Organization the amounts set forth in Schedule B.

2.10.2 No later than within thirty (30) Business Days after the end of each calendar month, U.S. Bank shall pay and provide Organization with a report listing Total Royalties earned in the previous month. U.S. Bank shall have no obligation to pay compensation to Organization following termination of this Agreements with the exception of amounts that were earned and accrued but were unpaid prior to such termination.

3. MARK LICENSES.

3.1 License Grant. Subject to the terms and conditions of this Agreement, the parties agree as follows:

3.1.1 Organization hereby grants to U.S. Bank an non-exclusive, nontransferable license to use the Licensed Marks solely in connection with the Program in the United States. Subject to Organization Prior Approval, U.S. Bank may sublicense the foregoing rights only to sublicensees who will use the Licensed Marks on Organization behalf with respect to the Program. For any sublicense to be valid, sublicensees must agree in writing to be bound by the license terms and conditions of this Agreement, and Organization shall be an express third party beneficiary of any such writing.

3.1.2 U.S. Bank hereby grants Organization a non-exclusive, nontransferable license to use the U.S. Bank Marks solely in connection with the Program in the United States. Subject to U.S. Bank's Prior Approval, Organization may sublicense the foregoing rights only to sublicensees who will use the U.S. Bank Marks on U.S. Bank's behalf with respect to the Program. For any sublicense to be valid, sublicensees must agree in writing to be bound by the license terms and conditions of this Agreement, and U.S. Bank shall be an express third party beneficiary of any such writing.

3.2 Reservation of Rights. Each party (as "Licensee") acknowledges that the other party (as "Licensor") has represented to it, and Licensor warrants, that Licensor and/or its Affiliate is the sole owner of all right, title and interest in and to Licensor's Marks or has a right to use and license such Marks. Licensee acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to Licensor's Marks except the limited right to use such Marks as expressly set forth in this Agreement. All use of Licensor's Marks by Licensee, and all goodwill associated with such use, shall inure to the benefit of Licensor. All rights of Licensor in and to Licensor's Marks not expressly granted under Section 3.1.1 are reserved by Licensor. Licensee expressly acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement, all use by Licensor of Licensor's Marks prior to the execution of this Agreement, if any, was for the sole benefit of Licensor. Licensee acknowledges that Licensor or its Affiliates are the owners of Licensor's Marks, and Licensee agrees that it will have no right, title or interest in Licensor's Marks other than the license specifically granted in this Article 3, and Licensee will do nothing inconsistent with such ownership. Should any right, title, interest or other ownership in Licensor's Marks become vested in Licensee by operation of law, this Agreement or otherwise, Licensee agrees to assign, and hereby assigns, all such right, title, interest and other ownership to Licensor free of additional consideration. Licensee shall provide and execute all documents necessary to effectuate and record such assignment to Licensor.

3.3 Use of Marks. Subject to the provisions of Section 3.4, Licensee shall use Licensor's Marks solely in connection with the Program, which uses shall include, without limitation, placement of the Licensed Marks on Organization Cards issued pursuant hereto in accordance with the operating regulations of the appropriate National Associations, and related applications, statements, advertising and promotional and public relations materials, and any other item reasonably necessary to the establishment, operation or advancement of the Program. Use by Licensee of Licensor's Marks shall be subject to Prior Approval by Licensor. Licensee hereby accepts such license subject to

the terms and conditions provided herein. This limited license shall terminate upon termination of this Agreement, except as provided in Article 6.

3.4 Restrictions with Respect to Marks. All use of Licensor's Marks as permitted herein shall be subject to the following restrictions:

3.4.1 Licensee shall not create, nor shall it permit third parties to create a unitary composite mark involving Licensor's Marks or use Licensor's Marks (a) as a portion or in combination with any other trademarks, service marks or logos; (b) as all or part of a corporate name, trade name or any other designation used by Licensee to identify its products, services or business, or (c) for any other purpose other than as expressly permitted herein. Both during and after the term of this Agreement, neither Licensee nor any parent, subsidiary, or Affiliate of Licensee shall use any name, trademark, service mark, trade name, trade dress or logo that is confusingly similar or identical to any of Licensor's Marks. Nothing herein shall prevent U.S. Bank from using or affixing other trademarks to the Organization Cards or marketing materials related to the Program as long as such usage is not inconsistent with the requirements of this Section 3.4.1.

3.4.2 Licensee shall not, directly, indirectly or otherwise: (a) facilitate activities which jeopardize, dilute or otherwise adversely affect Licensor's Marks; or (b) attack, dispute or challenge (nor aid or encourage others to do so) Licensor's right, title and interest in and to Licensor's Marks, or the validity of Licensor's Marks.

3.5 National Association Marks. Organization shall have no right, title, or interest in and shall not use the Organization name, logos or trademarks of any Visa Service Marks, PLUS SYSTEM Marks, Cirrus Service Marks, or MasterCard Service Marks without specific prior written consent. Upon request by Organization, U.S. Bank shall attempt to obtain such consents and provide prior written approval to Organization.

3.6 Notice. In connection with the use of Licensor's Marks, Licensee will for each page or product surface on which a Licensor Mark is used, mark the use of Licensor's Marks with the appropriate trademark symbol in accordance with applicable law (e.g., "TM", ®, or "SM") or as instructed by Licensor in writing from time to time.

3.7 Quality Control. All use of Licensor's Marks as permitted herein, shall comply with the following quality control standards:

3.7.1 Guidelines. Use of Licensor's Marks hereunder shall be in accordance with the provisions of this Article 3, and Licensor's then-current guidelines, as may be provided to Licensee and updated from time to time by Licensor's. Licensee shall not reproduce or use Licensor's Marks in any manner whatsoever other than as expressly authorized by this Agreement.

3.7.2 Quality Control. Each party represents and warrants to the other as follows:

(a) Licensor represents and warrants that Licensor's Marks as permitted herein shall (i) be in accordance with Requirements of Law in the applicable jurisdictions; (ii) conform to at least the standards of quality currently prevailing in Licensee's goods and services; (iii) not be offensive, disparaging or misleading as to the origin or quality of the Cards or the marketing materials related to the Program; and (iv) be consistent with the general advertising practices in the industry.

(b) Licensee represents and warrants that Licensee shall not engage directly, indirectly or otherwise, in any practice or other activity that is or is likely to be detrimental to the goodwill associated with Licensor's Marks or the goodwill or reputation of Licensor or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws, privacy protections or advertising rules and regulations or that would disparage Licensor's Marks.

4. EXCLUSIVITY.

During the term of this Agreement, neither Organization nor any of its Affiliates shall be a party to any agreement with any issuer of credit cards, charge cards, debit cards or Decoupled Debit cards for the purpose of issuing credit cards, charge cards, debit cards or Decoupled Debit cards or the functional equivalent thereof in the United States to Members or opening related accounts, which credit cards, charge cards, debit cards or Decoupled Debit cards bear the Licensed Marks or accounts are associated with the Licensed Marks. As of the date of this Agreement, neither Organization nor any of its Affiliates is a party to any such agreement. Organization shall ensure that any Affiliate of Organization complies with this Article 4.

5. TERM AND TERMINATION.

5.1 Initial Term and Renewal Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for five (5) years unless terminated earlier as provided in this Agreement. This Agreement shall automatically renew for two (2) additional one year terms following the initial term, unless one party elects to terminate the Agreement by giving written notice of non-renewal to the other party three (3) months prior to the end of the initial term or then current renewal term, as the case may be.

5.2 Termination for Cause. Either party, if in compliance with its obligations under this Agreement, or excused from compliance hereunder, may terminate this Agreement and the licenses granted herein (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) in the event of a material breach of this Agreement by the other party, by giving the breaching party ninety (90) days' written notice thereof; provided, however, that any such termination shall not be effective if the breach has been cured prior to the expiration of said ninety (90) days. If Organization fails to cure its breach of any terms of this Agreement, the contract may be terminated

and causing compensation and future Royalties and Incremental Royalties to cease. There shall be no adverse impact on Cardholders during any period in which Organization is in breach of this Agreement and subject to the terms of this Section 5.2.

5.3 Termination for Change of Control. Either party may terminate this Agreement and the licenses granted herein (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) in the event of a Change of Control of the other party, by giving ninety (90) days' written notice thereof, provided, that such termination shall not occur if the Change of Control is not consummated.

5.4 Right of Renegotiation or Termination. In the event that there is (i) a five percent (5%) or greater decrease in the National Association interchange rate impacting the Program as compared to the same fiscal quarter in the previous year as documented by U.S. Bank, and such decrease in the Program's interchange cannot be abated or offset through increases in fees, interest income or other revenue increases or (ii) a change in or addition to Requirements of Law that adversely affect U.S. Bank's ability to operate the Program in such a manner that it remains profitable, U.S. Bank may, at its option, by written notice to Organization, require Organization to enter into good faith negotiations with U.S. Bank for the reduction of compensation to Organization. Such negotiations shall commence within thirty (30) days following U.S. Bank's notice to Organization, unless otherwise agreed by the parties. In the event that the parties do not enter into an amendment to this Agreement to effect reductions as contemplated hereby within sixty (60) days following U.S. Bank's notice to Organization, U.S. Bank may, at its option, by written notice to Organization, terminate this Agreement. Termination pursuant to this Section 5.4 would be effective ninety (90) days after notice by U.S. Bank hereunder.

## 6. POST-TERMINATION PROVISIONS.

If this Agreement is terminated for any reason, U.S. Bank shall retain all right, title and interest in all Card Accounts and Organization Cards and in all Cardholder names, addresses, telephone numbers and other cardholder identifying information. Without limitation of the foregoing, upon termination of this Agreement and, in the case of termination as a result of expiration of this Agreement, U.S. Bank shall have the right to solicit any Cardholder or convert any Organization Card and related Card Account to any other card or account issued by U.S. Bank or any Affiliate of U.S. Bank, and to exercise all rights of ownership with respect thereto, subject to Requirements of Law. Upon termination of this Agreement, U.S. Bank shall immediately cease all use and display of the Licensed Marks, provided that if the U.S. Bank is not in breach of this Agreement and is properly using the Licensed Marks pursuant to the Organization's quality control standards and guidelines, U.S. Bank shall have a limited right to use the Licensed Marks for ninety (90) days following termination of this Agreement to provide U.S. Bank sufficient time for orderly termination of the Program. Further, U.S. Bank shall have no obligation to assign new account numbers to replacement credit cards or replace any Organization Cards (which contain the Licensed Marks) that were issued to Cardholders before the termination date prior to the natural expiration date of such cards, except for any Organization Cards that are replaced prior to their natural expiration date due to lost/stolen reason or unless U.S. Bank otherwise chooses to replace all such cards.

Following termination of this Agreement, Organization will not hold U.S. Bank liable for or take any action against U.S. Bank on account of, and U.S. Bank shall have no liability to compensate Organization due to the existence of materials relating to the Program that contain Licensed Marks, including, but not limited to, applications and marketing materials, that may still exist after termination of this Agreement, provided such materials were not created or initially disseminated after the termination of this Agreement and U.S. Bank has used reasonable efforts to prevent dissemination of such material after the termination of this Agreement. Following termination of the Agreement, U.S. Bank, or its designated service bureau shall destroy any Mailing List in its possession. Following termination of this Agreement, U.S. Bank shall not continue to market or accept applications for the Organization Card. Organization shall cease to maintain, and shall not use or disclose to any third party, a list identifying Cardholders or former Cardholders, and customer lists maintained by Organization shall not identify customers as Cardholders or former Cardholders. Following termination of the Program, in connection with the issuance of Replacement Cards, U.S. Bank can refer, solely for identification purposes, to Card Accounts, the Organization Program and Cardholders using the Licensed Marks and Organization name in communications to Cardholders.

7. INDEMNIFICATION.

7.1 Indemnification Obligations. From and after the date of this Agreement, each party (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party"), all its corporate parents, subsidiaries and Affiliates and all of its and their employees, subcontractors, agents, officers, directors and shareholders harmless against: (a) any and all out-of-pocket expenses or losses, liabilities, damages, costs or other expenses or claims or counterclaims of third persons or entities related or attributable to (i) the Indemnifying Party's or its agent's or employee's violation (or act causing the other party to be in violation) of any state or federal law or regulation, or such parties' willful misconduct; (ii) the Indemnifying Party's breach of any covenant, representation or warranty made by the Indemnifying Party in this Agreement; (iii) any material misrepresentation of Indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or information furnished or to be furnished by Indemnifying Party under this Agreement; and (iv) any products or services offered, provided, manufactured, marketed, distributed, advertised, promoted or issued by or on behalf of Indemnifying Party (including without limitation the Organization Cards) or based upon use of the Licensed Marks by or on behalf of Indemnifying Party; (b) any losses due to any fraudulent activity on the part of any employee or agent of Indemnifying Party; (c) any claims brought by any Indemnified Party's customer, Cardholder, employee or other third party based upon Indemnifying Party's failure to make any payment to such customer, Cardholder, employee or other third party; (d) any claims by a third party related to the wrongful provision to the Indemnified Party of such third party's confidential information; and (e) any and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses, and any reasonable attorneys' fees, consultant's fees or court costs incident to any of the foregoing, except for any loss due to the gross negligence or willful misconduct of the Indemnified Party or its agents or employees.

7.2 Indemnification Procedures. The Indemnified Party will notify the Indemnifying Party in a reasonably prompt manner of any claim that is asserted and each action or suit that is filed or served (any of the foregoing being a "Claim") for which the Indemnified Party is seeking indemnification pursuant to this Article 7. The Indemnifying Party may thereafter assume control of such Claim, provided, that the Indemnified Party will have the right to participate in the defense or settlement of such Claim. Neither the Indemnifying Party nor the Indemnified Party may settle such Claim or consent to any judgment with respect thereto without the consent of the other party hereto (which consent may not be unreasonably withheld or delayed). The Indemnified Party will provide the Indemnifying Party with a reasonable amount of assistance in connection with defending or settling any such Claim.

## 8. LIMITATION OF LIABILITY; INJUNCTIVE RELIEF.

8.1 Limitation of Liability. In no event shall either party or any of its directors, officers, employees, licensors, suppliers or other representatives be liable for any indirect, special or consequential damages, or damages for loss of profits, business interruption, or loss of goodwill arising from or relating to this Agreement or the Licensed Marks or U.S. Bank Marks (as the case may be), even if such party is expressly advised of the possibility of such damages, except in the case of gross negligence or willful misconduct. The parties agree that notwithstanding anything in this Agreement to the contrary, in no event shall the aggregate liability of either party or any of its directors, officers, employees, licensors, suppliers or other representatives, exceed $100,000. The foregoing limitations of liability and exclusion of certain damages shall apply regardless of the failure of the essential purpose of any remedies available to either party.

8.2 Injunctive Relief. Each party agrees that a breach of its obligations under this Agreement, including, without limitation, its obligations set forth in Sections 2.8.2, and Articles 3, 4 and 9 would cause the other party irreparable damage. Accordingly, each party agrees that in the event of such breach or threatened breach, in addition to remedies at law, the party alleging breach shall have the right to injunctive or other equitable relief to prevent the breaching party's violations of its obligations hereunder, and hereby consents to the entry of temporary restraints, a preliminary injunction, a permanent injunction and such other equitable relief as the court may deem appropriate.

## 9. CONFIDENTIALITY.

9.1 Confidential Information. Each party (as "Recipient") may have access to and each party (as "Owner") may provide to the other party, information that the Owner regards as confidential or proprietary. "Confidential Information" includes information of a commercial, proprietary or technical nature and, with respect to U.S. Bank, information related to U.S. Bank's consumer customers. Confidential Information includes (including pursuant to an appropriate discovery request in a proceeding as determined by counsel to the Owner), but is not limited to, the following, whether now in existence or hereafter created:

(a) Mailing Lists; and

(b) Any and all information of or about U.S. Bank's customers, including Cardholders, of any nature whatsoever, and specifically including without limitation, the fact that someone is a customer or prospective customer of U.S. Bank, all lists of customers, former customers, applicants and prospective customers and all personal or financial information relating to and identified with such persons ("Customer Information"); and

(c) All information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how," trade secrets, and any other intellectual property rights of the Owner or Owner's licensors; and

(d) All business, financial or technical information of the Owner and any of the Owner's vendors (including, but not limited to account numbers, and software licensed from third parties or owned by the Owner or its affiliates); and

(e) Owner's marketing philosophy and objectives, promotions, markets, materials, financial results, technological developments and other similar proprietary information and materials; and

(f) All information marked as "confidential" or similarly marked, or information that the Recipient should, in the exercise of reasonable business judgment, recognize as confidential; and

(g) Information with respect to employees of U.S. Bank which is non-public, confidential, business related, or proprietary in nature, including, without limitation, names of employees, the employees' positions within U.S. Bank company, the fact that they are employees of U.S. Bank, contact information for employees, personal employee identification numbers, and any other information released to you regarding employees in the past and in the future; and

(h) All notes, memoranda, analyses, compilations, studies and other documents, whether prepared by the Owner, the Recipient or others, which contain or otherwise reflect Confidential Information.

9.2 Exceptions. Except for Customer Information, the term "Confidential Information" excludes any portion of such information that Recipient can establish by clear and convincing evidence to have: (a) been publicly known without breach of this Agreement; or (b) been known by Recipient without any obligation of confidentiality, prior to disclosure of such Confidential Information; or (c) been received in good faith from a third-party source that to Recipient's reasonable knowledge rightfully disclosed such information; or (d) been developed independently by Recipient without reference to the Owner's Confidential Information. If Recipient is required by a court or governmental agency having proper jurisdiction to disclose any Confidential Information (including pursuant to an appropriate discovery request in a proceeding as determined by counsel to the

Owner), Recipient must promptly provide to the Owner notice of such request to enable the Owner to seek an appropriate protective order.

9.3 Limited Use. Confidential Information must be held in confidence and disclosed only to those employees or agents whose duties reasonably require access to such information. Recipient may use the Confidential Information only as necessary for Recipient's performance hereunder or pursuant to rights granted herein and for no other purpose. Recipient must protect the Owner's Confidential Information using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication (except as required for backup systems) of such Confidential Information as Recipient uses to protect its own confidential information of a similar nature. Recipient's limited right to use the Confidential Information expires upon expiration or termination of this Agreement for any reason. Recipient's obligations of confidentiality and non-disclosure survive termination or expiration for any reason of this Agreement.

9.4 Data Security; Audit Rights. Each party must establish and maintain data security policies and procedures designed to ensure the following: (a) security and confidentiality of Customer Information; and (b) protection against anticipated threats or hazards to the security or integrity of Customer Information; and (c) protection against the unauthorized access or use of Customer Information. Organization must permit U.S. Bank to monitor and/or audit Organization's compliance with this Section during regular business hours upon not less than forty-eight (48) hours' notice to Organization and to provide to U.S. Bank copies of audits and system test results acquired by Organization in relation to the data security policies and procedures designed to meet the requirements set forth above.

9.5 Return or Destruction. Recipient is required to develop appropriate security measures for the proper disposal and destruction of Confidential Information. Upon expiration of Recipient's limited right to use the Confidential Information, Recipient must return all physical embodiments thereof to Owner or, with Owner's permission, Recipient may destroy the Confidential Information. Recipient shall provide written certification to Owner that Recipient has returned, or destroyed, all such Confidential Information in Recipient's possession. Notwithstanding the foregoing, Recipient may retain one archival copy of Confidential Information, which may be used solely to demonstrate compliance with the provisions of this Section.

9.6 Disclosure to Third Parties. If disclosure of Confidential Information to third parties is required or allowed under this Agreement, Recipient must ensure that such third parties have express obligations of confidentiality and non-disclosure substantially similar to Recipient's obligations hereunder. Liability for damages because of disclosure of Confidential Information by any such third parties must be borne by Recipient. If Recipient or any of its representatives or agents breaches the covenants set forth in this Agreement, irreparable injury may result to the Owner or third parties entrusting Confidential Information to the Owner. Therefore, the Owner's remedies at law may be inadequate and the Owner shall be entitled to seek an injunction to restrain any

continuing breach. Notwithstanding any limitation on Recipient's liability, the Owner shall further be entitled any other rights and remedies that it may have at law or in equity.

9.7 Agreement Terms. Without the prior written consent of the other party and except as necessary to enforce this Agreement or obtain damages or other relief hereunder, no party will disclose to any third party (other than under the types of circumstances that permit disclosure of Confidential Information pursuant to this Article 10) the terms or conditions of this Agreement or any amendments, supplements or modifications hereto.

9.8 Security Breach Requirements. If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any of the other party's Confidential Information by either party or its subcontractors and/or any unauthorized intrusions into facilities or secure systems of either party or its subcontractors (individually or collectively, "Security Breach") the party who has experienced the Security Breach (the "Affected Party") must immediately (a) notify the other party, (b) estimate the Security Breach's effect, (c) specify the corrective action to be taken, and (d) investigate and determine if a Security Breach has occurred. If, based upon an investigation, the Affected Party determines that there has been an actual Security Breach, such party must promptly notify the other party, must promptly investigate the scope of the Security Breach, and must promptly take corrective action to prevent further Security Breach. The Affected Party must, as soon as is reasonably practicable, make a report to the other party including details of the Security Breach (including Cardholder(s)' identities and the nature of the information disclosed) and the corrective action taken to prevent further Security Breach. The Affected Party must cooperate fully with the other party to notify affected individuals as to the fact of and the circumstances of the Security Breach. Additionally, the Affected Party must cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Security Breach and/or any known or suspected criminal activity.

## 10. WARRANTIES AND REPRESENTATIONS.

U.S. Bank and Organization represent and warrant to each other as follows as to itself: (a) it has the full power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the individual signing this Agreement on its behalf is duly authorized to do so; (c) the execution and performance of this Agreement by it will not violate its organizational documents or bylaws or any material contract or other instrument to which it is a party or by which it is bound; (d) it has all authority to disclose to the other any Confidential Information provided pursuant to the terms of this Agreement; and (e) it or one of its Affiliates is the owner of, or otherwise has the right to provide, any information provided to the other party pursuant to this Agreement (including, without limitation with respect to Organization, the Mailing Lists).

11. MISCELLANEOUS.

11.1 Assignment. Neither party shall assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that U.S. Bank may (a) assign or delegate this Agreement and any of its rights or obligations hereunder (which shall have the effect of releasing it from its obligations hereunder) to any U.S. Bank Affiliate, subsidiary, corporate parent or successor-in-interest which has the authority to operate the Program in the manner operated by U.S. Bank under this Agreement without prior notice to or consent of Organization and (b) assign its rights under this Agreement to a purchaser of substantially all the assets of U.S. Bank.

11.2 Survival of Obligations. Upon termination of this Agreement, all rights and licenses granted hereunder shall immediately terminate, except that Sections 2.8.2, 3.2, 3.3, and Articles 6, 7, 8, 9, 10 and 11.3 shall survive termination.

11.3 Notices. Any notice or submissions required to be given to either party under this Agreement shall be in writing and deemed given when delivered personally, mailed, first class mail, postage prepaid, or delivered by confirmed electronic or digital means, to the following addresses: (a) if to Organization, 1714 Hinman Avenue, Evanston, IL 60201; (b) if to U.S. Bank, U.S. Bank National Association ND, U.S. Bank Plaza, 200 South Sixth Street, EP-MN-L30A, Minneapolis, MN 55402, Attn: Senior Vice President – Co-brand Card Business Group with a copy to U.S. Bank National Association ND, 800 Nicollet Mall, BC-MN-H21N, Minneapolis, MN 55402, Attn: Retail Payment Solutions Counsel. Either party may change the addresses or addressees for notice by giving notice to the other. All notices shall be deemed received on the date personally delivered, three (3) days after being placed in the mail as specified, or when electronic or digital confirmation is received.

11.4 Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Minnesota, without giving effect to its conflict of law principles. The laws of the state of North Dakota shall apply with respect to all fees, charges, and attributes of Organization Cards and Card Accounts issued pursuant to the Program. Any action brought to enforce any rights under this Agreement shall be brought in federal or state court in Minnesota.

11.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

11.6 Amendment and Waiver. No failure by either party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default, shall constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default, by the party entitled to rely upon such term or performance of such obligation, to assert such right or remedy, or to act upon such default. No modification, course of conduct, amendment, supplement to, or waiver of

this Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties.

11.7 Severability. Should any provision of this Agreement contravene any law, or valid regulation or rule of any regulatory agency having jurisdiction over either party hereto or should any provision of this Agreement otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and performance thereof by both parties waived, and all other provisions of this Agreement shall nevertheless remain in full force and effect.

11.8 Compliance with National Association Regulations. In connection with its performance hereunder, U.S. Bank will comply with applicable National Association regulations as in effect from time to time. To the extent any provision of this Agreement conflicts with such regulations at any time, U.S. Bank shall so notify Organization in writing and, thirty (30) days after Organization receipt of such notice, this Agreement shall be deemed amended to conform with such regulations.

11.9 Excusable Delays and Force Majeure. Any delay hereunder shall be excused to the extent approved in writing by the parties. Any delay in the performance by either party hereto of its obligations hereunder shall be excused when and to the extent such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including without limitation any act of God; any fire, flood or weather condition; any earthquake; any act of a public enemy, terrorism, war, insurrection, riot, explosion or strike; provided, however, that written notice thereof must be given by such party to the other party within thirty (30) days after the occurrence of such cause or event.

11.10 Immaterial Breach. From time to time, one party to this Agreement may determine that the other party is in breach of this Agreement, but that such breach is immaterial. In such case, the party making such determination may, at its option, notify the "breaching" party in writing of the occurrence and nature of such breach. In such case, the parties will work together in a good faith effort to resolve any issues relating to the alleged immaterial breach.

11.11 Entire Agreement. Each party hereto has read this Agreement, understands this Agreement and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements between the parties, including, without limitation, that certain Credit Card Affinity Program and Trademark License Agreement dated September 30, 2004, as amended (which this Agreement amends and restates in its entirety; for avoidance of doubt, all Organization Cards issued thereunder shall be treated as issued hereunder), and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.

11.12 Independent Contractor Status. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between

Organization and U.S. Bank. Organization and U.S. Bank are independent contractors. Neither party will have the right, power or implied authority to create any obligation or duty on behalf of the other party, unless pursuant to a separate written agreement between the parties.

11.13 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, ORGANIZATION AND U.S. BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE AGREEMENT. ORGANIZATION AND U.S. BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

11.14 Incorporation by Reference. Each Schedule referred to herein is hereby expressly incorporated herein in its entirety and made a part of this Agreement. All defined terms under this Agreement shall have the same meaning in the Schedules.

11.15 Counterparts. This Agreement may be executed in counterparts as deemed necessary or convenient, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals effective as of the day and year first stated above.

SIGMA CHI CORPORATION

By:_____

Name: ~~Michael H. Dunn, President~~

Title:_____

Dated: 11/4/2011

U.S. BANK NATIONAL ASSOCIATION ND

By:_____

Name: John Queys

Title: SVP, @US BANK

Dated: 2/24/12

[SIGNATURE PAGE TO AFFINITY CARD PROGRAM AND TRADEMARK LICENSE AGREEMENT]

## Schedule A
## Marketing Addendum

I. JOINT MARKETING RESPONSIBILITIES

A. Organization and U.S. Bank shall jointly develop a customized marketing plan for the Program in accordance with this Schedule A.

B. Organization shall support the marketing and promotion of the Program, which support shall include the specific responsibilities of Organization as set forth in this Agreement. Any promotional materials that are designed or produced for the Program by Organization shall be subject to specific written prior approval of U.S. Bank prior to their use or distribution. If either party, due to errors in marketing materials requests, by notification, that the other party cease using any such materials created or distributed, such party shall immediately cease such use and cooperate in the removal of such materials. Procedures utilized for such distribution of materials in the context of marketing the Organization Card shall be subject to the prior written approval of both parties, which approval shall not be unreasonably withheld or delayed.

II. MARKETING CHANNELS

Organization shall use or make available all of the channels set forth in the chart below in the frequency described therein. U.S. Bank shall control the intervals of frequency set forth therein.

| **Marketing Channel** | **Frequency** |
|---|---|
| Member Database – Pre-approved Direct Mail | 3 times per year |
| Member Database – Invitation to Apply | 3 times per year |
| Member Magazine | 4 times per year |
| Member Website | Ongoing |
| Member e-mail messages | 2 times per year |
| Website banner advertisements | Ongoing |
| Member Event Venues | Ongoing |
| New Member Welcome Kits | Ongoing |
| Member "take one" Applications | Ongoing |
| Other inserts | Ongoing |



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A. U.S. Bank shall provide to Organization, at its sole expense and in its discretion on an as-needed basis, standard Program take-one Credit Card applications. All take-one Credit Card applications will contain U.S. Bank Marks and Licensed Marks. Take-one Credit Card applications provided hereunder will be provided by U.S. Bank in quantities at its sole discretion.

B. U.S. Bank may engage in pre-approval and invitation-to-apply mailings for the Organization Card, which mailings shall contain U.S. Bank Marks and Licensed Marks. Organization shall provide at no incremental cost, to a service bureau designated by U.S. Bank or to U.S. Bank, the Mailing Lists. Each Mailing List contains at least ten thousand (10,000) names with addresses. Such lists shall be delivered in an electronic format in the form designated by U.S. Bank within thirty (30) days after requested by U.S. Bank. U.S. Bank will not have direct access to the Organization database that contains the list of Members. Organization shall update the Mailing List prior to each mailing with new Member names and remove inaccurate names and addresses from such list. To the extent that Requirements of Law or its internal policies require that Organization maintain a list of Members who do not wish to receive mailings (a "Do Not Solicit List"), Organization will ensure that any Mailing List provided to U.S. Bank will not include Members that also appear on the Do Not Solicit List.

C. U.S. Bank shall create, host and maintain a separate web page advertising and promoting the Organization Card ("Application Page") subject to the following conditions and requirements:

1. The Application Page will contain U.S. Bank Marks and the Licensed Marks. The Application Page shall contain a link to an electronic on-line application for the Organization Card. Such on-line application shall be consistent with the standards of U.S. Bank's other on-line credit card application software concerning technology, ease of use by consumers and security, and shall at all times be in compliance with all Requirements of Law. U.S. Bank shall ensure that the information provided on the Application Page is accurate in all material respects.

2. U.S. Bank shall provide to Organization a unique URL (a "Link") which shall be used on each Organization Website to go to the Application Page. At all times during the Program, any Link provided to Organization as described herein shall be prominently displayed on the Organization Website "home page" and/or such other page(s) as agreed upon between the parties. U.S. Bank shall not be liable to Organization for errors related to the Link provided that U.S. Bank has provided the correct URL.

3. Organization shall be responsible for adding to each Organization Website any disclosure notice(s), which may take the form of an additional page, alerting the user that she or he is leaving the Organization Website and entering a non-Organization Website when the user clicks on the Link to enter the Application Page.

D. No materials promoting the Program shall be distributed by Organization to Cardholders if U.S. Bank determines in the reasonable exercise of its business judgment that such promotion would conflict with product offerings of U.S. Bank or any Affiliate thereof.

III. MARKETING TRACKING

All Solicitations shall be coded by U.S. Bank for tracking purposes. U.S. Bank shall determine based upon Source Codes which Card Accounts were opened as a result of Organization efforts and initiatives, and which Card Accounts were opened as a result of U.S. Bank efforts and initiatives. U.S. Bank shall have all approval and control of the scope, timing and information of all Organization Channels and U.S. Bank Channels. Organization will comply with U.S. Bank's policies and guidelines and Requirements of Law regarding the Organization Channels. U.S. Bank will comply with its policies and guidelines and Requirements of Law regarding the U.S. Bank Channels. Without limitation, in connection with any Organization Channel, neither Organization nor any of its representatives shall represent to any person that a Card Account will be opened as a result of any application, and Organization shall not select which individuals will receive or otherwise be solicited to receive an application for a Card Account based upon any method or rationale which would violate any Requirements of Law. Any Solicitations that do not contain a Source Code shall be deemed sourced through an Organization Channel.

## Schedule B
## Compensation

During the term of the Agreement, U.S. Bank shall pay to Organization Royalties and Incremental Royalties as set forth below.

1. U.S. Bank-Sourced Non-Reward Accounts

   a. U.S. Bank shall pay Royalties in the amount of two dollars ($2.00) for each new Non-Reward Account opened and activated and utilized for at least one retail purchase or cash advance with in the first 90 days of Card issuance. Such transaction shall not be rescinded, subject to a charge-back request, or disputed; and

   b. U.S. Bank shall pay Royalties in the amount of three dollars ($3.00) for each Non-Reward Account that is open and has a balance greater than zero on the last Business Day of every 12th month after opening the Non-Reward Account, including Non-Reward Accounts that were opened prior to the Effective Date; and

   c. U.S. Bank shall pay Royalties in the amount of forty-five basis points (0.45%) for every dollar of Card Net Purchases spent using a Card tied to a Non-Reward Account.

2. U.S. Bank-Sourced Reward Accounts

   a. U.S. Bank shall pay Royalties in the amount of two dollars ($2.00) for each new Reward Account opened and activated and utilized for at least one retail purchase or cash advance with in the first 90 days of Card issuance. Such transaction shall not be rescinded, subject to a charge-back request, or disputed; and

   b. U.S. Bank shall pay Royalties in the amount of three dollars ($3.00) for each Reward Account that is open and has a balance greater than zero on the last Business Day of every 12th month after opening the Reward Account, including Reward Accounts that were opened prior to the Effective Date; and

   c. U.S. Bank shall pay Royalties in the amount of forty-five basis points (0.45%) for every dollar of Card Net Purchases spent using a Card tied to a Reward Account.

3. Organization-Sourced Non-Reward Accounts

   a. U.S. Bank shall pay Incremental Royalties in the amount of fifty dollars ($50.00) for each new Non-Reward Account opened and activated and utilized for at least one retail purchase or cash advance with in the first 90 days of Card issuance. Such transaction shall not be rescinded, subject to a charge-back request, or disputed; and


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b. U.S. Bank shall pay Royalties in the amount of three dollars ($3.00) for each Non-Reward Account that is open and has a balance greater than zero on the last Business Day of every 12th month after opening the Non-Reward Account, including Non-Reward Accounts that were opened prior to the Effective Date; and

c. U.S. Bank shall pay Royalties in the amount of forty-five basis points (0.45%) for every dollar of Card Net Purchases spent using a Card tied to a Non-Reward Account.

4. Organization-Sourced Reward Accounts

a. U.S. Bank shall pay Incremental Royalties in the amount of fifty dollars ($50.00) for each new Reward Account opened and activated and utilized for at least one retail purchase or cash advance with in the first 90 days of Card issuance. Such transaction shall not be rescinded, subject to a charge-back request, or disputed; and

b. U.S. Bank shall pay Royalties in the amount of three dollars ($3.00) for each Reward Account that is open and has a balance greater than zero on the last Business Day of every 12th month after opening the Reward Account, including Reward Accounts that were opened prior to the Effective Date; and

c. U.S. Bank shall pay Royalties in the amount of forty-five basis points (0.45%) or every dollar of Card Net Purchases spent using a Card tied to a Reward Account.


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