

**CONFIDENTIAL**

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**BANKCARD JOINT MARKETING AGREEMENT**

By and Between

**THE ASSOCIATION OF ALUMNI, FORMER STUDENTS,  
AND FRIENDS OF SIU**

and

**CHASE BANK USA, NATIONAL ASSOCIATION**

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# BANKCARD JOINT MARKETING AGREEMENT

THIS AGREEMENT ("Agreement"), is made as of the 1st day of April, 2005, by and between THE ASSOCIATION OF ALUMNI, FORMER STUDENTS, AND FRIENDS OF SIU, an Alumni Association, having its principal office at Colyer Hall, Mail code 6809, Carbondale, IL 62901 ("Group") and CHASE BANK USA, NATIONAL ASSOICATION a national banking association, having offices at Three Christina Centre, 201 North Walnut Street, Wilmington, Delaware 19801 ("Chase ").

## RECITALS

WHEREAS, Group and First USA, formerly known as Bank One, Delaware, N.A., and now known as Chase by reason of a merger effective October 1, 2004 between Bank One Delaware, N.A. and Chase, previously entered into an Affinity Group Bankcard Agreement on April 1, 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, Alumni, staff, donors, fans, friends and eligible students of the Southern Illinois University (collectively, the "Group Members"); and

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:

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.

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1. License to Use Marks.

(a) License. During the Term of this Agreement, Chase and its affiliates shall have the exclusive right and license to use the respective name, trademarks, servicemarks, logo(s), designs, artwork and other related proprietary images of Group (i) as they now exist or as they may be revised or modified during the Term hereof or (ii) any new marks developed by Group after the effective date hereof (collectively, the "Marks") in connection with Chase's marketing and servicing of Credit Cards to Group Members under this Agreement (the "Program"). Examples of the current Marks are set forth in Exhibit B attached hereto. Such right and license shall apply or extend to any other product or service offered by Chase. Group agrees it shall not permit a competitor of Chase to use its Marks without prior written consent of Chase. 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, supported by an annual report of earnings to 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.

(b) Ownership of Marks. Subject to the foregoing, each of the parties hereto is and shall remain the owner of all rights in and to its name and logo, as the same now exist or as they may hereafter be modified, including all rights in and to any copyright, trademark, servicemark and/or like rights pertaining thereto. Any and all rights to the Marks not herein specifically granted and licensed to Chase are reserved to Group. Except as otherwise specifically provided for in Paragraph 1(a) hereof, upon the termination of this Agreement, all rights conveyed by Group to Chase with respect to the use of the Marks shall cease, and all such rights shall revert to Group. Upon termination of this Agreement, Chase shall have no further right to market its cardmember products using the Marks or to further utilize any promotional materials

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containing the 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.

2. Marketing Lists.

(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, 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 170,000 Group Members (including graduation date or date last attended where available) and will make best efforts to provide 20,000 student names (including enrollment date) who are U.S. residents, twenty-one (21) years of age and older, that have not notified Group of their election to exercise their rights under privacy opt-out and "do-not-solicit" and "do-not-call" provisions ("Mailable Names"). Group shall provide Chase with updated Lists upon Chase's request up to four (4) times per year for Group Members and up to two (2) times per year for students when accessible. 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 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.

(b) 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 other products and services 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, except to the extent that such Group names

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become available to Chase from a source other than Group. 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, promotion and solicitation 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 its selects in accordance with Chase's normal credit criteria and credit practices.

(b) Use of 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 Accounts shall receive Credit Card(s) issued by Chase. Group shall have the right to approve the use of its Marks on Credit Card(s), such approval not to be unreasonably withheld. In the event of any change in its Marks, Group shall bear and promptly reimburse Chase for any additional expenses incurred by Chase in connection with the use of the altered Marks mutually agreed upon by Chase and by Group. Chase shall have the right to designate on the reverse side of the Credit Card(s) such information as Chase shall, in its sole discretion, deem appropriate.

(c) Review of Marketing Materials. Chase shall submit to Group, for its prior approval, samples of all marketing, promotional or solicitation materials, bearing the Marks, printed or otherwise, which Chase 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 and respond to Chase's requests for approval on a timely basis. Approval by Group of any marketing materials or merchandise submitted by Chase for review shall not be unreasonably withheld. In the event Group does not respond to Chase's request for approval within five (5) business days following Group's receipt of such request, Group's approval shall be deemed granted. 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 name or logo, without the prior approval of Group.

(d) Enhancement Products. Chase may use the Lists to market the following products to Cardmembers and Group Members, insurance, credit card registration, club products and related services (collectively "Enhancement Products"), and such other products and services as the parties shall agree to from time to time to market via the usual and customary marketing channels for such products, provided, such products are not being offered exclusively to Group Members by other Group sponsors. In addition, Chase may provide Cardmembers access to other financial products and services offered by Chase or through any of its affiliated companies.

#### 4 Group Obligations.

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

(i) in the event that any of the marketing activities set forth herein violate any current or future applicable federal or state law or regulation or any policy of the Group, use commercially reasonable efforts to provide Chase with other marketing opportunities that are not in violation of such law, regulation or policy;

(ii) use commercially reasonable marketing efforts with Chase to develop, test market and offer promotions to Cardmembers, including, but not limited to, direct mail, telemarketing, event marketing, season ticket inserts, take-ones, merchandise bag inserts, e-mail and internet banners.

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(iii) actively market the Program in a commercially reasonable and prominent manner and degree in all University retail and athletic 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)(iv) and such other promotional vehicles and opportunities to which the parties may mutually agree.

(b) Website Access. Group shall provide on the homepage, above the fold, of its current website located at [www.siualumni.com](http://www.siualumni.com) or any successor or future website and use its best efforts to provide on <http://www.siusalukis.com/> 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 make reasonable effort to provide Chase, at no cost to Chase, with access to all University home football and basketball events (including playoffs, if any) and other athletic events upon Chase's request to market the Program. With respect to each University home athletic event, Chase shall be provided marketing and promotional opportunities and vehicles as set forth in attached Schedule 4(a)(iv). Group, at its expense, shall obtain from the University permission to use the facilities and space owned by the University to provide Chase with access athletic events venues and to the campus 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. Group recognizes that the success of the Program relies heavily on access to athletic venues and failure to provide such access will constitute a Material Default in this Agreement.

(d) Group Acquisitions. In the event Group acquires control of another entity and, if not otherwise prohibited by the terms of an applicable agreement, Group shall cause any existing or future credit card program of such entity to be issued under the terms of this Agreement. .

(e) 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

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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.

(f) E-Mail Services - General. Subject to Chase's prior approval and sole discretion, Group may conduct e-mail marketing campaigns ("e-mail Campaigns") in accordance with all applicable laws, regulations, and the specifications and procedures as described in the attached schedule prepared for each such campaign and signed by both parties. Unless any provisions hereof are 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. Furthermore, upon reasonable notice and at such reasonable times as shall be agreed upon by Group, in order to verify Group's compliance with this provision, Group shall grant Chase's auditors (internal and external), personnel, examiners and agents reasonable access to Group (including, without limitation, to Group's books, records, systems, controls, processes and procedures related to Group's provision of the e-mail Campaign services), subject to such security procedures as Group may reasonably impose and to the confidentiality provisions of this Agreement, and Group shall fully cooperate and provide such reasonable assistance to Chase for the purpose of performing such audits or examinations.

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"). Any 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 may, in its sole discretion, restrict or terminate Group Direct Promotions upon reasonable notice to Group.

6. Issuance of Credit Cards.

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(a) Issuing Policies and Credit Practices. Chase shall issue Credit Cards to eligible Group Members in accordance with Chase's credit, fraud and credit card issuing policies and practices. 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 ("Cardmember(s)") pursuant to the Program 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 (the "Accounts"). In addition, any and all outstanding balances with respect thereto (including, without limitation, all amounts owing for the payments of goods and services, periodic finance charges, 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 and Group shall have no rights or interests therein.

7. Royalties and Guarantees.

(a) Payment. During the Term of this Agreement, in consideration of the obligations under this Agreement, the use of Group's Marks, Group's Lists, the promotional vehicles and opportunities and the exclusivity set forth in this Agreement, Chase shall pay to or on behalf of Group certain Account, Renewal, and Sales Royalties (collectively, the "Royalties") as set forth on Exhibit A attached hereto. In addition, during the Initial Term, Chase shall pay Group a Guarantee in the amount of and under the terms and conditions as set forth on Exhibit A attached hereto.

(b) Exceptions to Payment of Royalties. Notwithstanding the foregoing, Chase shall not be obligated to pay any duplicate Royalties in the

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event that the Accounts on which such Royalties are calculated represent substitute Accounts, including, but not limited to, Accounts which are established due to the loss or theft of a Cardmember's existing Credit Card or Accounts which were established as a result of former joint Cardmembers requesting individual Accounts. In the event that Royalties are paid on any Accounts which do not remain open with charging privileges for at least 12 months following the calendar month in which they were opened by Chase ("Closed Accounts"), Chase shall deduct the Royalties paid on such Closed Accounts from subsequent Royalties payments.

(c) 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. 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.

(d) Termination of Royalty and Other Payments. Chase's obligation to pay Royalties and any other payments shall cease immediately upon the termination of this Agreement for any reason whatsoever, other than a default by Chase, provided that such Royalties and any other applicable payments shall be reconciled and paid to the date of termination. In the event this Agreement is terminated by Group due to a default by Chase, Group shall be entitled to all damages and remedies available under this Agreement.

8. Cardmember Statements.

(a) Statement 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.

(b) Costs of Statement Inserts and Messaging. Chase will pay for the normal cost of mailing statement inserts as described in subparagraph

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8(a) above, excluding the cost of preparing, producing and shipping the actual insert which shall be the sole responsibility of Group. In addition, if the inserts added by Group increase the postal expense incurred by Chase to mail statements with such inserts, Group agrees, upon request, to promptly reimburse Chase for such incremental postage expense.

9. Records and File Protocol.

(a) Records. During the Term of this Agreement, Chase agrees that it will maintain for a rolling 12 months (prior to archiving) accurate records with respect to (a) Net Retail Sales and (b) all Accounts established by Chase under this Agreement. Such records shall be open for inspection by representatives of Group at such reasonable times as shall be agreed upon by Chase, provided that any inspection shall be subject to such security procedures as Chase may reasonably impose and subject to such limitations as may be required under applicable rules, regulations or statutes governing the conduct of Chase's business.

(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.

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 by the party receiving Confidential Information ("Receiving Party") without the prior written consent of the party providing the Confidential Information ("Disclosing Party"). Confidential

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Information shall include, without limitation: (i) Nonpublic Personal Information, including names and addresses; (ii) demographic, behavioral, and credit information relating to Chase Cardmembers, prospective 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 notice to the other party, allowing them to seek a protective order. Notwithstanding the foregoing language, the parties acknowledge that Group shall be permitted to share details of this Agreement with the University and/or Southern Illinois University Foundation for purposes of implementing and approving the Agreement, which entities shall maintain the confidentiality specified herein.

(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 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;

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(ii) Not disclose 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; and

(v) Not disclose any Nonpublic Personal Information to any other entity, without the prior written consent of the Disclosing Party.

The parties acknowledge that the State of California enacted in August, 2003 (with an operative date of July 1, 2004), the California Financial Information Privacy Act, Cal. Fin. Code § 4051 (hereinafter referred to as "Senate Bill 1"). Senate Bill 1 imposes more stringent requirements than the Privacy Regulation on the sharing by financial institutions of "nonpublic personal information" (as defined in Senate Bill 1). The provisions of Senate Bill 1 are subject to interpretation and application, and additional states are expected to enact legislation similar to Senate Bill 1. In light of the foregoing, the parties understand and agree that Chase shall be under no obligation to take any action, which, within its reasonable judgment, would constitute a violation of its privacy or corporate policies, the Privacy Regulation, Senate Bill 1 or any other applicable law or regulation.

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.

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(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 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 the violation; and (iii) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

(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). 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, 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 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 public announcement or any disclosure to any third party related to the transactions contemplated by 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. Chase acknowledges that Group may be subject to the provisions of an open records law (the "Act") and that under certain circumstances, Group may be required to release Confidential Information to a third party under the Act. In the event that Group receives a request for Confidential Information from any third party under the Act, Group shall use its commercially reasonable efforts to notify Chase as soon as possible of such request pursuant to the notification provisions of Paragraph 19 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 which shall be continuing representations and warranties of the parties during the Term of the Agreement:

(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) 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 (financial or otherwise) or a material impairment of its ability to perform its obligations under this Agreement; (iii) the execution and delivery by 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 (iv) it has the right, power and authority to execute this Agreement and act in accordance herewith.

(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 Illinois; (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 has the right, power and authority to

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execute this Agreement and act in accordance herewith; (iv) 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 respective name, trademarks, servicemarks, and logos as set forth in Paragraph 1 above, and it is not currently aware of any claims, and is not currently involved in any litigation, challenging Group's ownership of or rights to the Marks; (v) it has the right to provide the Lists as described herein; (vi) 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 (financial or otherwise) or a material impairment of its ability to perform its obligations under this Agreement; and (vii) it has the right to grant access to University athletic events and to the University campus for purposes not inconsistent with this Agreement.

13. Release and Indemnification.

(a) Mutual Release. Neither party shall be responsible in any way for any misrepresentation, negligent act or omission or willful misconduct of the other party, its affiliates, officers, directors, agents, or employees in connection with the entry into or performance of any their respective obligations under this Agreement.

(b) 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), 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 Marks of Group as contemplated by this Agreement, (iii) any actual or alleged claims arising out of Group Direct Promotions and e-mail Campaigns, or (iv) any negligent act or omission or willful misconduct of Group or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

(c) Indemnification by Chase. Chase shall indemnify, defend and hold Group harmless from and against all claims, actions, suits or other

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proceedings brought by a third party, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of 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, or (iii) any 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. Term.

Term. Subject to the provisions of subparagraphs 15 (a)-(d) below, this Agreement shall be effective as of the date hereof 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 90 days prior to the termination of the Initial Term or the then current Renewal Term, either party shall have notified the other in writing of its decision not to renew this Agreement (Initial Term and Renewal Term are collectively referred to as "Term").

15. 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 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; or (ii) 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, 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, then Chase shall have the right to terminate this Agreement upon 90 days advance written notice. Such written notice shall include a detailed explanation and evidence of the commercial impracticality or illegality imposed as a result of such change.

(d) Untrue Representations. In the event that any representation made by either party hereto set forth in Paragraph 12 of this Agreement shall prove to be untrue at any time during the Term of this Agreement, the other party shall have the right to immediately terminate this Agreement and all of its obligations contained herein by notice to the party making the misrepresentation.

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

(i) Group shall promptly return or destroy all Chase take-one and other marketing materials that have been supplied to Group by Chase, such destruction to be certified in writing, including a statement that no copies have been kept;

(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;

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for Group

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for Chase

(iii) Chase shall have the right, but not the obligation, to reissue Credit Card(s) previously issued to Cardmembers pursuant to this Agreement and to issue card(s) to applicants whose applications are received after the effective date of such termination, 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 after the effective date of such termination.

(v) Upon termination of this Agreement pursuant to Group's default under Paragraph 15 (a) above, Group's insolvency pursuant to Paragraph 15 (b) above or Group's untrue representations pursuant to Paragraph 15 (d) above, Group shall remit to Chase the unearned portion of unearned Guarantee within thirty days of the effective date of such termination.

(vi) Upon termination of this Agreement by Chase pursuant to 15 (c) above, Group shall be entitled to retain all guaranteed payments received without further liability to or claim of Chase.

16. Exclusivity.

During the Term of this Agreement, Chase shall have the exclusive right to offer credit card or charge card, and related services to Group Members, and Group agrees that during the Term hereof it shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, offer or endorse, or enter into any agreement with others for the provision of credit card or charge card, and related products or services, with or without Group's Marks and/or rewards programs, to Group Members. Notwithstanding the foregoing, Group shall be entitled to enter into negotiations with other entities at any time after notice of termination of this Agreement has been provided by either party.

17. Intentionally Left Blank.

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 or charge 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. Notwithstanding the foregoing, Group shall be entitled to enter into negotiations with other entities at any time after notice of termination of this Agreement has been provided by either party.

19. Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by 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, NATIONAL ASSOCIATION  
Three Christina Centre  
201 North Walnut Street  
Wilmington, DE 19801  
Attention: Executive Vice President Relationship  
Marketing

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

If to Group, to:

THE ASSOCIATION OF ALUMNI, FORMER STUDENTS,  
AND FRIENDS OF SIU

Colyer Hall

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Initials  
for Group

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Initials  
for Chase

Mail Code 6809  
Carbondale, IL 62901  
Attention:

with a copy at same address to:  
Controller  
Fax: 618-453-2586

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 business 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 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, without prior written consent or notice, 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,

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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 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 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 Executive Vice President of Relationship Marketing (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;

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for Chase

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 Rules, including the Optional Rules for Emergency Measures of Protection, and the Supplementary Procedures for Large, Complex Disputes, but only to the extent that the Supplementary Procedures for Large, Complex 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.

(iv) Within 30 days of receipt of any award (which shall not be binding if an appeal is taken), any party may notify the AAA of an intention to appeal to a second arbitral tribunal, constituted in the same manner as the initial tribunal. The appeal tribunal shall be entitled to adopt the initial award as its own, modify the initial award or substitute its own award for the initial award. The appeal tribunal shall not modify or replace the initial award except for clear errors of law or because of clear and convincing factual errors.

(v) 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.

(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 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.

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

27. 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.

28. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Delaware. The parties agree that any litigation or other proceeding relating to and permissible under this Agreement shall be commenced, if at all, in a federal or state court in Wilmington, Delaware.

29. 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 and 28.

[SIGNATURE PAGE FOLLOWS]

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for Group

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for Chase

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

THE ASSOCIATION OF ALUMNI, FORMER  
STUDENTS, AND FRIENDS OF SIU

By: Mimi R. Wallace  
Name: Assoc. of Alumni Association  
Title: President  
Date: 03/15/05

CHASE BANK USA, NATIONAL ASSOCIATION

By: Heather Philp  
Name: Heather Philp  
Title: Senior Vice President Segment Director  
Date: 3/24/05

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) \$5.00 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) \$3.00 for each existing Active Account on such Account's annual anniversary date ("Renewal Royalty"), unless each such Account has been canceled prior to such anniversary date. For 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. Marketing Fee. In lieu of the Account Royalty described in paragraph 1 above, a \$65.00 fee ("Marketing Fee") for each new Group Direct Promotion Account approved by Chase pursuant to the Program which is opened and activated by the Cardmember for which the application was generated by marketing programs not paid for by Chase and which have been generated through efforts or marketing programs sponsored and funded by Group.

3. Sales Royalty. Eighty-five one-hundredths of one percent (0.85%) of the Net Retail Sales for each Account originated pursuant to this Agreement (the "Sales Royalty"). 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

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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.

4. Guarantee. During the Initial Term, Chase shall pay to Group a payment in the sum of \$4,150,000 (the "Guarantee"), which shall be offset against all amounts earned by Group pursuant to Paragraphs 1 and 3 above. The Guarantee shall be paid to Group in seven installments: (i) \$700,000 on the effective date hereof, provided that, pursuant to Paragraph 2(a) of this Agreement, Group has delivered to Chase the List containing the minimum required number of Mailable Names; and (ii) \$575,000 on each of the next six (6) anniversaries of the effective date of this Agreement. 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 number of required Mailable Names, Group recognizes that the success of the Program relies heavily on the delivery of the Group List containing the minimum number of Mailable Names and failure to provide List for use on two consecutive mailing campaigns will constitute a Material Default in this Agreement. At any 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. It is further expressly agreed that the Guarantee payment is and shall remain the property of Group to retain without any further claim of or obligation to Chase at the expiration of the Term of this Agreement for any reason other than Group's default, even if royalties earned do not meet or exceed the Guarantee amount.

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EXHIBIT B

LICENSED MARKS

[please affix]

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for Group

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for Chase

EXHIBIT C

DEFINITIONS

TO BE REVISED ON FINAL DRAFT

<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 1a
Agreement	Preamble
Cardmember(s)	Paragraph 6(b)
Chase	Preamble
Closed Accounts	Paragraph 7(b)
Confidential Information	Paragraph 11(a)
Costs and fees	Paragraph 24(b)(ii)
Credit Card(s)	Recitals
Disclosing Party	Paragraph 11(a)
Dispute	Paragraph 24(a)
Disputing Party	Paragraph 24(b)9i)
Enhancement Products	Paragraph 3(d)
Executives	Paragraph 24(a)(i)
E-mail Campaigns	Paragraph 4(f)
Force Majeure Event	Paragraph 26
Group	Preamble
Group Members	Recitals
Group Direct Promotions	Paragraph 5
Guarantee	Exhibit A, Paragraph 4
Initial Term	Paragraph 14
List(s)	Paragraph 2(a)
Mailable Names	Paragraph 2(a)
Marks	Paragraph 1(a)
Marketing Fee	Exhibit A, Paragraph 2
Marketing Material	Paragraph 3(c)
Net Retail Sales	Exhibit A, Paragraph 3

Premiums	Paragraph 3(c)
Privacy Regulation	Paragraph 11(b)
Program	Paragraph 1(a)
Receiving Party	Paragraph 11(a)
Renewal Royalty	Exhibit A, Paragraph 19b)
Renewal Term	Paragraph 14
Rewards Program	Paragraph 4(e)
Royalties	Paragraph 7(a)
Sales Royalty	Exhibit A, Paragraph 3
Senate Bill 1	Paragraph 11(b)
Term	Paragraph 14
University	Paragraph 1(a)

SCHEDULE 11(b)(iii)

INFORMATION SECURITY GUIDELINES

Objective	Requirements
<p>Protect and ensure secure treatment of Chase Confidential Information</p>	<p>Partner shall:</p> <ul style="list-style-type: none"> <li>- Have and adhere to a written and comprehensive security policy indicating the rules and guidelines for handling Chase Confidential Information.</li> <li>- Have and adhere to a written and comprehensive management framework to initiate and control information security. This framework should include responsibilities and procedures for information processing, information storage, media handling, computer operations, change control, virus detection and incident response.</li> <li>- Disclose any of Chase Confidential Information to third parties only with Chase's consent as required under the Agreement.</li> <li>- Cause all information systems containing Chase Confidential Information to display logon banners that alert any user, whether authorized or not, of the presence of Confidential Information.</li> <li>- Label any media that contains Chase Confidential Information with a generic name that does not allow a reader to infer Chase Confidential Information is contained on that media.</li> <li>- Use an approved encryption method (e.g. 128 bit encryption) when transmitting Chase Confidential Information across any untrusted network.</li> <li>- Keep security patches and operating systems at optimum level for systems processing or storing Chase Confidential Information.</li> </ul>
<p>Control access to Chase Confidential Information</p>	<p>Partner shall:</p> <ul style="list-style-type: none"> <li>- Permit access to Chase Confidential Information only by its personnel who (a) have a "need to know" in order to provide goods or services to Chase under the Agreement and (b) who have passed a criminal background check.</li> <li>- Maintain logical separation between Chase Confidential Information and any other customer's information.</li> <li>- Prevent remote access to Chase Confidential Information except under a written authentication policy. Remote access authentication measures should be at least as robust as strong two-factor authentication.</li> <li>- Ensure that any user access device that is displaying any Chase Confidential Information will blank its screen (or display a screen saver) after a reasonable period of time and require an authorized user to enter password to re-display the Chase Confidential Information.</li> <li>- Uniquely identify each user with access to Chase Confidential Information.</li> <li>- Disable any user identification capable of accessing Chase Confidential Information that has been inactive for an extended period of time. If such user identification remains inactive, it should be purged or disabled from the system .</li> <li>- Enforce the following password policies with respect to systems containing any Chase Confidential Information:</li> </ul>

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	<ul style="list-style-type: none"> <li>○ Users must not disclose their passwords or share passwords.</li> <li>○ Users must not document passwords in any readily perceivable manner.</li> <li>○ Each user must have and use a unique user id. Group ids must not be permitted.</li> <li>○ Newly-issued passwords must expire on the first use.</li> <li>○ The system's password file must be encrypted.</li> <li>○ Passwords must have an adequate minimum length (e.g. 7 digits) and must be distinctive (e.g., contain both alpha and numeric or symbolic characters).</li> <li>○ Passwords must automatically expire after an appropriate maximum life (e.g. 90 days).</li> <li>○ The system must prevent re-use of recently used passwords.</li> <li>○ The authentication system must limit the number of attempts to enter a password before enforcing a significant lockout for the user.</li> <li>○ The password change process must force re-authentication.</li> <li>- Maintain appropriate barriers between untrusted networks such as the Internet and systems containing Chase Confidential Information, including by: <ul style="list-style-type: none"> <li>○ Installing, configuring and monitoring system configuration, firewall (intrusion prevention) and intrusion detection software protecting systems where Chase Confidential Information is stored or processed.</li> <li>○ Maintaining a written network diagram showing all equipment, tools and media where Chase Confidential Information is processed or stored.</li> <li>○ Adhere to a comprehensive policy and procedure to audit logs of all monitoring tools and to resolve any unauthorized access attempts.</li> </ul> </li> </ul>
<p>Ensure physical security of facilities where Chase Confidential Information is stored.</p>	<p>Partner shall:</p> <ul style="list-style-type: none"> <li>- Create the appropriate number of layers of physical security between unauthorized people and systems which store or process Chase Confidential Information (e.g. for most purposes, the appropriate number of layers will be three).</li> <li>- Maintain at least one monitoring layer.</li> </ul>
<p>Protect and ensure secure treatment of Chase systems</p>	<p>Chase's information security standards for its internal operations, not this Exhibit, will apply if Partner will access any Chase systems to perform its obligations under the Agreement.</p>

This Exhibit does not limit the scope of an audit by Chase, and compliance with this Exhibit is necessary but may not be sufficient to protect Chase Confidential Information.

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for Group

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for Chase

E-Mail Campaigns

Schedule to the Bankcard Joint Marketing Agreement

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

by and between

CHASE BANK USA, NATIONAL ASSOCIATION

and

THE ASSOCIATION OF ALUMNI, FORMER STUDENTS,  
AND FRIENDS OF SIU

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.**

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for Group

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for Chase

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.

Chase Bank USA, National Association

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Association Of Alumni, Former Students, And Friends Of SIU

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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Initials  
for Chase

**PROMOTIONAL VEHICLES  
TO BE PROVIDED BY GROUP**

**ONE FULL PAGE COLOR AD IN PROGRAM**

- Includes all regular season men's and women's home games for which game programs are produced.
- Includes all Playoff Home Games, if any.

**CONCOURSE BOOTHS**

- Group shall make best efforts to provide Chase the right to set up booths, as specified below, in the stadium/arena in which each event occurs and actively solicit applications at all home games, including post-season games, if any, and give away premiums featuring Group's logo supplied by Chase (including but not limited to t-shirts) to all persons who apply for the card. Such displays shall be placed in prominent locations:
  - FOOTBALL HOME GAMES: Chase and Group will determine the appropriate number of booths not to exceed eight (8) booths
  - MEN'S AND WOMEN'S BASKETBALL HOME GAMES: Chase and Group will determine the appropriate number of booths not to exceed four (4) booths
  - MEN'S AND WOMEN'S BASEBALL, SOFTBALL AND VOLLEYBALL HOME GAMES: Chase and Group will determine the appropriate number of booths not to exceed four (4) booths
  - OTHER SPORTS: Such number of booths as the parties shall mutually agree
- A public address system will direct fans to go to the booths and sign up for the credit card at all Chase attended games 4X per game.

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for Group

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for Chase

## MISCELLANEOUS

- Positioning of "take-one" applications at mutually agreeable locations.

## FOUR SEASON TICKETS

- Tickets are to be made available to Chase for any home game upon request.

## SEASON TICKET INSERTS

- Group agrees to make best efforts to promote the Program and the purchase of season tickets by Group Members using the Credit Card in solicitation materials for season tickets.
- Chase shall have the right to develop and insert marketing materials into Groups solicitations for season tickets.

## HOME PAGE BANNER PLACEMENT

- Chase shall have the right to a banner ad on the home page of [www.siualumni.com](http://www.siualumni.com), or any successor or future website and use its best efforts to provide on [www.siusalukis.com](http://www.siusalukis.com) above the fold. The banner ad shall be supplied by Chase.

## STUDENT MARKETING

- Group shall make best efforts to provide Chase the right to set up booths at a minimum of two (2) on-campus, prominent locations, as the parties shall mutually agree, actively solicit applications and give away premiums featuring Group's and/or University's logo supplied by Chase (including, but not limited to, t-shirts) to all person who apply for the card.
- Group shall make best efforts to allow Chase the right to conduct up to two (2) telemarketing campaigns per year and up to four (4) direct mail campaigns (excluding re-mails) per year.

## GROUP MEMBER MARKETING

\_\_\_\_\_  
Initials  
for Group

\_\_\_\_\_  
Initials  
for Chase

- Chase shall have the right to conduct up to four (4) telemarketing campaigns per year and up to six (6) direct mail campaigns (excluding re-mails) per year

\_\_\_\_\_  
Initials  
for Group

\_\_\_\_\_  
Initials  
for Chase