

William Jewell College

AFFINITY CHARGE CARD PLAN AGREEMENT

This agreement is made and entered into as of this 1st day of May, 1996, by and between UMB, USA n.a. a state banking association having its principal place of business in Falls City, Nebraska (hereinafter the "BANK"), and William Jewell College, an organization having its principal place of business at 500 College Hill, Liberty, Missouri 64068 (hereinafter "William Jewell College").

RECITALS

- A. William Jewell College desires to facilitate a co-branded charge card program pursuant to which the BANK will extend revolving lines of credit to supporters of William Jewell College who purchase merchandise or services from merchants through the use of a co-branded charge card to be issued by the BANK.
- B. Subject to the terms and conditions hereof, the BANK has agreed to establish a program under which it would extend revolving lines of credit to supporters of William Jewell College, and would perform such other related services as are more particularly described hereinafter.
- C. The purpose of this Agreement is to articulate the terms and conditions upon which William Jewell College will participate in the Plan and engage the services of the BANK in respect to the implementation thereof.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties hereto agree as follows:

1. Definitions. As used in this Agreement:
 - (a) "Plan" shall mean the plan under which William Jewell College Charge Cards and revolving lines of credit are established by virtue of this Agreement by the BANK for William Jewell College Supporters.
 - (b) "supporter" shall mean a person who purchases merchandise or services under the Plan from authorized merchants, and to whom an unexpired William Jewell College Charge Card has validly issued by the BANK;
 - (c) "The Visa Card" shall mean the co-branded William Jewell College Charge Card issued by the BANK to supporters for the purpose of obtaining loans to purchase merchandise and services from authorized Visa merchants;
 - (d) "The Visa Agreement" shall mean the agreement between a supporter and BANK governing the supporter's use of the William Jewell College Charge Card and his relationship with the BANK under the Plan;
 - (e) "Account" shall mean the individual revolving line of credit opened for a supporter under the Plan;
 - (f) "Sales Drafts" and "Credit Vouchers" shall mean the respective forms supplied or approved by the BANK for the purpose of consummating sales or credits to be charged or credited to the Account of a supporter on the basis of a William Jewell College Charge Card properly honored by an authorized Visa merchant pursuant to the terms of this Agreement and the Rules or Operating Regulations of Visa U.S.A.

2. Summary Description of the Plan. The Plan is being established for the purpose of providing a line of credit to supporters who desire to purchase merchandise or services from authorized Visa merchants. Qualified applicants who are approved by the BANK and who desire to participate under the Plan will be granted, on an individual basis, an account and revolving line of credit by the BANK in an amount to be approved by the BANK in its sole discretion. Supporters will receive a periodic statement (the "Billing

Statement") each month the Account is active, listing the amounts of all loans made and credits received during the immediately preceding billing period. William Jewell College recognizes and agrees that the William Jewell College Accounts and William Jewell College Charge Cards established and issued by BANK hereunder are a part of the Visa Credit Card program and, as such, enable the holders of such Accounts and Cards to engage in Visa transactions at other authorized Visa merchants throughout the world.

3. Administration of the Plan. The BANK will perform all credit and processing functions necessary to administer and service the Plan, including but not limited to: conducting all necessary credit investigations; notifying applicants of acceptance or rejection of credit under the Plan; providing approved applicants with the William Jewell College Charge Card Agreement, the William Jewell College Charge Card and any other documents required by applicable law; preparing and mailing Billing Statements; making collections; processing adjustments and handling supporter inquiries; and effecting the collection of all Accounts. In performing all of its required functions under the Plan, including, without limitation, the extension of credit to supporters, the BANK hereby agrees to comply with all applicable federal and state laws and regulations, including the Federal Fair Credit Billing Act and Federal Reserve Board Regulations Z and B, as amended. BANK agrees to indemnify and hold William Jewell College harmless from and against all liabilities, claims, damages, actions, suits, costs and losses (including all defense costs and reasonable attorney's fees) asserted against, or incurred by, William Jewell College in connection with the alleged or actual failure by BANK to comply properly with all requirements (to the extent applicable to the BANK) of the Federal Truth-In-Lending Act, Fair Credit Billing Act, Equal Credit Opportunity Act, or any other federal or state law, rule or regulation, with respect to the Plan or any William Jewell College Charge Card, Account, Billing Statement, transaction, application, or disclosure, provided that the BANK is promptly notified of any suit or legal proceeding brought against William Jewell College asserting such failure and provided later that the defense of such suit or proceeding is tendered to the BANK. The aforesaid indemnification shall survive the termination of this Agreement.

4. William Jewell College Charge Card Application. In order to achieve supporter status, applicants will be required to complete and submit to the BANK an applicable

William Jewell College Charge Card Application form (the "Application") substantially similar to the forms attached hereto as Group Exhibit A. The BANK, at its sole cost and expense, will print all reasonable supplies of Applications required during the term of this Agreement. Any application forms distributed by William Jewell College shall be in a form approved by BANK.

5. Application Processing and Credit Criteria. The credit criteria under the Plan and any decision to extend credit to applicants will be established and made solely by the BANK, and the BANK will bear all risks relative to the extension of credit to supporters holding co-branded William Jewell College Charge Cards under the Plan, without recourse of any nature or kind to William Jewell College.

In the event an Application does not satisfy the BANK's criteria, the BANK shall have the absolute right to reject such Application. Upon such rejection, the Bank will give written notice thereof to the applicant in accordance with applicable law. The BANK hereby agrees to assume any and all liabilities arising out of any credit decisions made by it under the Plan. All inquiries regarding the status of submitted Applications will be directed to the BANK.

6. Compensation. BANK shall pay to William Jewell College a one time fee of \$12 for each new William Jewell College Charge Card Account. No fee shall be payable with respect to any Account established as a replacement or substitution for, or a reinstatement or alteration of, any Account for which such fee was previously paid by BANK to William Jewell College. Additionally, the Bank will pay to William Jewell College a fee equal to .50% (one half of one percent) of all retail sales and cash advances made with the Card. The amount of the above fees, shall be paid semi-annually to William Jewell College.

7. William Jewell College Charge Card. William Jewell College and the BANK will jointly design a customized plastic William Jewell College Charge Card. A unique number will be assigned by the BANK exclusively to the William Jewell College Charge Card for identification purposes. All blank stock used for issuance of the William Jewell College Charge Cards shall be purchased at BANK's expense, provided, however, that

if the cost of such blank stock exceeds the BANK's normal cost of blank stock, such excess cost shall be borne by William Jewell College.

The BANK shall assume full responsibility for the security of all William Jewell College Charge Cards from the manufacturer to the cardholding supporter. The Visa logo shall appear on the William Jewell College Charge Card as required by Visa. All inquiries will be directed to a post office box under the BANK's control.

The initial term of the charge cards will be two (2) years from the date of issuance, and each renewal term thereafter will expire two (2) years from the commencement date of such renewal. BANK reserves the right to cancel any William Jewell College Charge Card and the Account to which it relates, at any time, for credit reasons or in the event this Agreement is terminated pursuant to the provisions of Paragraphs 18 or 19 hereof.

The following Account terms will apply under this Agreement. Bank reserves the right to change the account terms at its sole discretion.

William Jewell College Visa Card

Annual Membership None

Introductory Rate - 5.9% APR (First six months)

Interest Rate - 7.65% plus prime rate, adjusted quarterly.

(Effective rate as of April 1, 1996 was 15.90%)

Late Fee - \$18

Overlimit Fee - \$18

Additional Card Fee - None

Cash Advance Fee - 2% (\$2 minimum and ~~\$10~~ ²⁰ maximum)

William Jewell College Visa Gold Card

Annual Membership None

Introductory Rate - 5.9% APR (First six months)

Interest Rate - 3.9% plus prime rate, adjusted quarterly.

(Effective rate as of April 1, 1996 was 12.15%)

Late Fee - \$18

Overlimit Fee - \$18

Additional Card Fee - None

Cash Advance Fee - 2% (\$2 minimum and \$10 maximum)

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8. Charge Card Agreement. At the BANK's sole cost and expense, it will transmit to each supporter a copy of the William Jewell College Charge Card Agreement simultaneously with the mailing of the William Jewell College Charge Card to the supporter.

The William Jewell College Charge Card Agreement will inter alia provide for the existence of a limited conditional 25-day grace period in accordance with the terms set forth on Exhibit B attached hereto.

9. Billing Statement and Other Forms. The Billing Statement, transmittal envelopes and other letters, documents and forms deemed necessary and appropriate for the proper implementation of the Plan will be in compliance with all applicable statutory and regulatory requirements. At its sole cost and expense, the BANK will provide all reasonable quantities of such Billing Statements, transmittals envelopes and other documents required during the term of this Agreement.

The Billing Statement will conspicuously indicate that all payments required to be made by the supporter will be made payable to "~~William Jewell College Charge Card~~" ^{UMB.} The Billing Statement will further instruct the supporter to mail all such payments directly to a designated lock box for the BANK. The Billing Statement will further indicate that all supporter correspondence and inquiries are to be directed to the BANK or UMB at an address or telephone number designated by the BANK.

The BANK will permit a portion of the Billing Statement to be used for the purpose of advertising the activities and services offered from time to time by William Jewell College. BANK will periodically make available in label form, to a mutually

agreed upon third party, the names and addresses of the supporters. These names are to be used for the singular purpose of promoting William Jewell College activities and services.

10. Ownership Rights. The BANK will be the owner of the William Jewell College Charge Cards, all Accounts and all receivables relating thereto.

11. Promotional and Marketing Activities. William Jewell College hereby agrees to encourage new Supporters and increased usage of the William Jewell College Charge Cards.

BANK shall not release the names and addresses of any William Jewell College members for promotional purposes to any third party without the express written consent of William Jewell College; provided, however, nothing contained herein shall limit BANK from soliciting William Jewell College Charge Card supporters for BANK's own products and/or services in BANK's normal course of business.

12. Attorney-In-Fact. During the term hereof, William Jewell College irrevocably appoints the BANK its true and lawful attorney-in-fact with power of substitution, to take control in any manner of any cash or noncash items of payment of accounts made by supporters under the Plan which the BANK or William Jewell College has directed supporters to make payable to "Visa", including any such items made payable to William Jewell College or any derivation or combination thereof. William Jewell College hereby authorizes the BANK, or any of its employees, to endorse such checks, drafts, money orders or other evidence of payment that may come into the BANK's or UMB's possession, and credit said payment against the appropriate supporter's Account with the BANK. William Jewell College further agrees that whenever it receives any payments of accounts from supporters under the Plan, William Jewell College will hold such payment in trust for the BANK and will promptly deliver the same to the BANK in the identical form received by William Jewell College without commingling with any funds belonging to William Jewell College.

13. Term. This Agreement will become effective as of the date first above written and will continue through May 1, 1998, at which time it will terminate unless extended pursuant to the provision set out below. If, prior to May 1, 1998, the BANK and UMB have agreed in writing to extend the term of this Agreement beyond its May 1, 1998, termination date, then the Agreement shall continue in effect after May 1, 1998, subject to the termination by either party at any time thereafter upon 90 days prior written notice to the other, unless otherwise amended in writing by both parties hereto. William Jewell College agrees that upon termination of this Agreement, the BANK may elect to immediately cancel all William Jewell College Charge Cards and credit available thereunder and close all Accounts and issue to all qualified supporters "regular" Visa accounts which shall not in any way be governed by this Agreement. William Jewell College waives all right to accounts established by BANK under the Plan, information regarding the supporters or information contained within the supporter records and shall have participation fees, outlined in this agreement, earned to the termination date of the Agreement.

14. Termination Upon Default. In the event that either party shall default (subject to its right to cure as herein provided) in the performance of its respective obligations under this Agreement, the other party shall have the right, in addition to its other rights and remedies at law or in equity, to immediately terminate this Agreement by giving written notice thereof to the defaulting party; provided, however, that no such right of termination shall arise from any default unless such default (i) represents a continuing material breach of a substantial portion of the breaching parties' obligations hereunder or (ii) is curable and remains uncured for thirty (30) days after written notice thereof has been received by the defaulting party. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other prior, subsequent or continuing breach of the same provision of this Agreement.

Upon any change or amendment in any state or federal law or regulation or upon any decision by any state or federal court, under which BANK's or UMB's continued participation in the Plan pursuant to this Agreement would be illegal or otherwise prohibited, BANK or UMB shall have the right to immediately terminate this Agreement.

15. Survival of Obligations. All obligations of the parties hereto in respect to transactions under this Agreement which have occurred prior to the effective date of the termination of its Agreement shall survive such termination.

16. Trademarks. William Jewell College hereby grants the BANK and UMB a limited and restricted license to use all trademarks, trade names and service marks now held or owned by William Jewell College for exclusive use on all William Jewell College Charge Cards, William Jewell College Charge Card Agreements, Billing Statements and all other documents necessary for the implementation of this Agreement.

The BANK, UMB and William Jewell College acknowledge that neither party will acquire any right, title or interest in or to the other party's trademarks, service marks, and company names, and that they shall remain exclusive properties of the respective parties; and that, upon termination of this Agreement, the BANK, UMB and William Jewell College will each discontinue all references to and displays of all such trademarks, service marks, or company names, and that the license hereinabove granted shall immediately terminate and be of no further legal force or effect whatsoever; provided, however, the BANK and UMB shall have the limited right to continue to use such trademarks, of William Jewell College solely for the purpose of effecting the BANK's collections and processing of the Accounts and receivables.

17. Relationship of Parties. Nothing herein contained shall be construed to create a partnership, joint venture or agency between the BANK or UMB with William Jewell College.

18. Authority to Contract. Each party hereby represents and warrants to the other that it has full right, power, and authority to enter into and perform this Agreement in accordance with all terms and provisions hereof, and that the execution and delivery of this Agreement have been duly authorized by all necessary corporate or partnership action.

19. Notice. All notices required or permitted to be given hereunder shall be in writing, and may be personally served or sent by courier service or by regular United

States Mail, with proper postage prepaid, and shall be deemed to have been given: (a) in the case of personal service, on the date of such personal service; (b) in the case of courier service, on the first day following deposit with such courier service; or (c) if mailed, on the third day following deposit in the United States Mail. For the purposes hereof, the proper addresses of the parties hereto (until notice of change thereof is served as provided in the preceding sentence) shall be as follows:

William Jewell College:

William Jewell College

500 College Hill

Libert, Missouri 64068

Attention: David Fulk

BANK:

UMB, USA n.a.

921 Walnut

Kansas City, Missouri 64106

Attention: Dan Cunningham

Executive Vice President

20. Successors and Assigns. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

Neither party shall assign this Agreement or its obligations hereunder without the prior written consent of the other; provided, however, that it is expressly understood and agreed that the BANK and/or UMB may assign certain or all of its respective obligations and rights under this Agreement to third parties, subject to the further understanding that the BANK and/or UMB assumes full responsibility for the prompt and faithful performance of such obligations by such third parties.

21. Limitation on Liability. In the event the BANK or UMB shall default in the performance of its credit, processing or authorization service obligations reflected herein, the defaulting party shall be liable only for those damages or losses, including reasonable out-of-pocket costs and expenses, court costs and reasonable attorney's fees, directly

caused by the breach of its obligations hereunder, and shall have no liability for any lost profits suffered by William Jewell College as a result of any such breach.

22. Force Majeure. Neither the BANK nor UMB shall be liable for any delay in performance or non-performance of any obligation required to be performed by either under this Agreement caused by circumstances beyond their reasonable control including, but not limited to, acts of God, fire, floods, wind storm, explosion, riot, war, sabotage, labor trouble, computer failure or shortage of or inability to obtain energy, provided that prompt notice of such delay or non-performance is given by the party experiencing such delay to William Jewell College and further provided that such party shall use its best efforts to cause the termination of such circumstance as soon as practicable.

23. Severability. If any of the provisions or portions thereof of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted, and the validity of the remaining portions of this Agreement shall not be affected.

24. Entire Agreement. This Agreement and the Exhibits attached hereto and the Rules incorporated by reference herein constitute the entire agreement and contract between the parties with respect to the subject matter thereof and supersede any and all prior agreement, proposals, negotiations and representations pertaining to the obligations and duties to be performed hereunder. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by or on behalf of both of the parties hereto.

25. Headings. The headings of the Agreement are for convenience and are not to be construed as part of this Agreement or as defining or limiting in any way the scope or intent of the provisions hereof.

26. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, partners and/or agents thereunto authorized, all on the day and year first above written.

William Jewell College

By *David D. Hahn*

Title: *VP for Adm Services*

UMB, USA n.a.

By *[Signature]*

Title: *Executive Vice President*