

AFFINITY PROGRAM REFERRAL AGREEMENT

THIS AGREEMENT is made as of this 27th day of June, 2014 (the "Effective Date") by and between First Interstate Bank, a Montana state chartered bank located at Billings, Montana ("Bank") and University of Wyoming Alumni Association, Inc., a nonprofit corporation, having its principal place of business at Laramie, Wyoming ("Affinity Participant").

A. Bank has developed an affinity program (the "Affinity Program") through the MasterCard Special Issuer Program whereby participating organizations promote and endorse the Affinity Program and refer supporters of the organization and the general public ("Supporters") to apply for a FirstRewards World MasterCard Account with Bank with the terms and conditions outlined in Exhibit A ("Credit Card Account") accessed by a credit card issued by Bank to be co-branded by Bank and the organization ("Credit Card").

B. Affinity Participant has applied to Bank to participate in the Affinity Program and Bank is willing to include Affinity Participant in the Affinity Program and sponsor Affinity Participant into the MasterCard Special Issuer Program under the terms and conditions contained in this Agreement.

C. For purposes of this Agreement, Affinity Participant Supporters for whom Bank opens a Credit Card Account and issues a Credit Card under the Affinity Program shall be referred to as "Customers."

NOW THEREFORE, in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

1. **EFFECT OF RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated into the terms and conditions of this Agreement.

2. **MASTERCARD SPECIAL ISSUER PROGRAM.** Bank will complete the necessary applications and forms for Affinity Participant's signature to apply for the standard affinity program in the MasterCard Special Issuer Program. Affinity Participant will forward such applications and forms to Bank for transmittal to MasterCard. Affinity Participant hereby authorizes Bank, its officers and employees, to take such action on its behalf and to exercise such powers as are necessary to include Affinity Participant as a participant in the MasterCard Special Issuer Program. Bank will be responsible for funding any and all fees relating to Affinity Participant's acceptance into the MasterCard Special Issuer Program.

3. **NAMES AND MARKS.** For the purpose of promoting and endorsing the Affinity Program and otherwise performing under this Agreement, Bank hereby grants to Affinity Participant a limited, non-exclusive, non-transferable, royalty-free right to use the trademarks, tradenames, servicemarks and logos of Bank as approved in writing by Bank ("Bank Marks") for such use during the term of this Agreement; provided, however, that Affinity Participant will provide prior full disclosure to Bank of any proposed use of the Bank Marks and shall obtain

Bank's prior written approval of such use. For the purpose of Affinity Participant's participation in the Affinity Program, Affinity Participant hereby grants to Bank a limited, non-exclusive, non-transferable, royalty-free right to use the trademarks, tradenames, servicemarks and logos of Affinity Participant as approved in writing by Affinity Participant ("Affinity Participant Marks") for such use during the term of this Agreement; provided, however, that Bank will provide prior full disclosure to Affinity Provider of any proposed use and obtain Affinity Provider's prior written approval of such use.

4. RIGHTS AND RESPONSIBILITIES OF AFFINITY PARTICIPANT.

(a) Affinity Participant agrees that during the term of this Agreement it will promote and endorse the Affinity Program and refer interested Supporters to apply for a Credit Card Account.

(b) Affinity Participant agrees that during the term of this Agreement, the University of Wyoming Alumni Association, Inc. will not promote or endorse any other credit card, debit card or loyalty reward program other than the Affinity Program.

(c) Affinity Participant agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Affinity Program.

(d) Affinity Participant agrees to promote and endorse the Affinity Program to its Supporters by mail, direct promotion, advertisements and/or telephone for participation in the Affinity Program.

(e) Affinity Participant acknowledges that its promotion, endorsement and referral activities should directly result in the establishment of at least five hundred (500) new Affinity Program Credit Card Accounts within two (2) years of this Agreement and that at least five hundred (500) open and active Credit Card Accounts should be continuously maintained thereafter.

(f) Any correspondence received by Affinity Participant that is intended for Bank (e.g. applications, payments, billing inquiries, etc.) shall be forwarded to Bank via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Affinity Participant.

(g) Affinity Participant shall comply with all applicable federal and state laws and regulations, as well as the MasterCard Rules established from time to time. Affinity Participant shall be responsible for compliance with all applicable laws, rules and regulations relating to privacy, including, without limitation, the Gramm-Leach-Bliley Act.

(h) In referring Supporters to Bank for participation in the Affinity Program, Affinity Participant shall use the application provided by Bank relating to its UWAA FirstRewards World MasterCard Account Program, without alteration.

5. RIGHTS AND RESPONSIBILITIES OF BANK.

- (a) Bank shall design, develop and administer the Affinity Program for Customers.
- (b) Bank shall make all credit decisions and shall bear all credit risks with respect to all Credit Card Accounts independently of Affinity Participant.
- (c) Bank shall have the right to determine all terms and conditions associated with the Credit Card Accounts, including, but not limited to the amount and type of rates and fees, payment terms and loyalty program terms.
- (d) Credit Cards issued by Bank to Affinity Participant Supporters referred by Affinity Partner shall be co-branded with Bank and Affinity Partner's logo in accordance with the MasterCard Rules.
- (e) Subject to the requirement of Paragraph 3 above, Bank shall be responsible for the design of all advertising, solicitation and promotional materials with regard to the Affinity Program with assistance from Affinity Participant.
- (f) Bank shall bear all costs of producing and mailing materials for the Affinity Program.
- (g) Bank shall maintain all Customer information, including nonpublic personal information ("Customer Information") and Customer Information will not be revealed to Affinity Participant.
- (h) Bank will be the sole and absolute owner of, and Affinity Participant shall have no right, title or interest in, the Credit Card Accounts.
- (i) Bank will pay Affinity Participant a referral fee as set forth in Exhibit B for each application received from Affinity Participant which has been completed by a Supporter and that results in the establishment of a Credit Card Account.
- (j) Bank shall be responsible for compliance with all laws, rules and regulations applicable to its participating in the MasterCard Special Issuer Program and the issuance of Credit Cards, including, without limitation, usury laws, the Truth-in-Lending Act, the Fair Credit Billing Act, the Equal Credit Opportunity Act, and the Electronic Funds Transfer Act, all rules and regulations promulgated thereunder, and all applicable State laws and regulations.

6. **REPRESENTATIONS AND WARRANTIES.** Affinity Participant and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

- (a) It is duly organized, validly existing and in good standing.
- (b) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (c) This Agreement constitutes a legal, valid and binding obligation of such party,

enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

- (d) No consent, approval or authorization from any third party is required in connection with the execution; delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
- (e) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

7. **AFFINITY PROGRAM ADJUSTMENTS.** Bank reserves the right to make periodic adjustments to the terms and features of the Affinity Program and the Credit Card Accounts. Bank and Affinity Participant acknowledge that applicable federal law currently requires that each open-end credit card account customer be given the opportunity to reject a proposed change to their credit card account and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such credit card account. Bank will use its best efforts to provide Affinity Participant with prior notice of any such adjustments, changes or additions to the terms and features of the Credit Card Accounts.

8. **TERM OF AGREEMENT.** The term of this Agreement will begin on the Effective Date and end on May 31, 2017. If the parties' review of this arrangement results in a continuation of the Affinity Program, it is anticipated that this Agreement will be renewed for successive one (1) year terms.

9. **TERMINATION.**

(a) Either party may terminate this Agreement upon the occurrence of any material breach of the other party's obligations under this Agreement if such breach is not cured within thirty (30) days of receipt of written notice thereof. Bank may terminate this Agreement immediately if Affinity Participant's promotion, endorsement and referral activities do not result in the establishment of at least five hundred (500) new enrolled Credit Card Accounts within the first two (2) years of this Agreement and the continuous maintenance of at least five hundred (500) open and active Credit Card Accounts thereafter.

(b) If either Bank or Affinity Participant becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, Bank retains the right to convert existing Affinity Program Customers' Credit Card Accounts and Credit Cards to a Bank branded credit card account.

(d) Notwithstanding the termination of this Agreement, Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Affinity Participant to Supporters, Customers or the public. Upon termination of this Agreement, Affinity Participant shall not attempt to cause the removal of Affinity Participant's identification or Marks from any existing Credit Cards issued pursuant to the Affinity Program.

10. NONCOMPETE. For the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement for any reason whatsoever, neither Affinity Participant nor any entity controlling, controlled by, or under common control with Affinity Participant shall by itself or in conjunction with others, directly or indirectly promote, solicit or target any offer of a credit card or credit card related product to a Customer issued a Bank Credit Card Account through the Affinity Program.

11. COSTS AND EXPENSES. Except as may otherwise be provided herein, Bank shall be responsible for all charges, costs and expenses of the Affinity Program. Bank shall be responsible for all charges, costs and expenses of marketing required to promote the Affinity Program.

12. INDEMNIFICATION/HOLD HARMLESS. To the extent allowed by law, Affinity Participant agrees to indemnify and hold Bank harmless from and against any and all liabilities, claims, damages, losses, expenses, including attorneys' fees, which arise out of, or in connection with, any failure of Affinity Participant to comply with its obligations provided herein. Affinity Participant shall also hold Bank harmless from and against any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including attorneys' fees, or disbursements of any kind or nature whatsoever, arising out of this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

13. LIMITATION ON DAMAGES. In any action by one party against the other arising from performance, or the failure of performance, or in connection with the indemnity provisions of this Agreement, damages, liabilities, costs, losses, expenses, claims and fees will be limited to direct money damages, losses, expenses, costs, fees and statutory penalties, if any imposed, in an amount not to exceed such amount actually incurred by the party. In no case will one party be responsible to the other for special, incidental, consequential or exemplary damages, except for willful breach of this Agreement.

14. NOTICES. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if served either personally or if deposited in the United States mail, certified or registered, postage prepared, return receipt requested. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed to be made at the time of such personal service. If such notice, demand or other communication shall be given by mail, such notice shall be conclusively deemed given forty-eight hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as hereinafter set forth:

To Bank:

Payment Services Manager / Credit Cards
First Interstate Bank
401 North 31st Street
Billings, MT 59101

To Affinity Participant:

Manager
University of Wyoming Alumni Association, Inc.
214 S. 14th Street
Laramie, WY 82070

15. **GOVERNING LAW/VENUE.** The parties hereto agree that any legal proceeding arising out of or relating to this Agreement shall be instituted in any federal or state court and each party waives any objection which it may now or hereafter have based upon jurisdiction, venue and/or forum non conveniens of any such proceeding.

16. **ENTIRE AGREEMENT.** This document, together with Exhibits and any related documents referred to and incorporated herein, constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and any and all prior agreements, understandings, or representations are hereby terminated and canceled in their entirety and are of no further force and effect.

17. **BINDING EFFECT.** This terms and conditions of this Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the parties hereto.

18. **NON-WAIVER.** A waiver by either party of any breach or default of any of the covenants, terms or conditions of this Agreement shall not bar the other party from its right to enforce such covenants, terms or conditions or to pursue its rights arising out of any subsequent default or breach thereafter.

19. **TIME.** Time shall be of the essence of this Agreement.

20. **MODIFICATION OR AMENDMENTS.** Except as otherwise provided for herein, no amendment or modification of this document shall be valid unless in writing and signed by all of the parties hereto.

21. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior written consent of the other party.

22. **CONFIDENTIALITY.** Each of the parties to this Agreement agrees to hold as secret and confidential information, reports, plans, customer lists, documents, drawings, writing, samples, know how and other proprietary material ("Confidential Information") received from

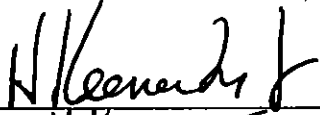
the other party. All such Confidential Information provided from one party to the other shall remain the property of the disclosing party. For purposes of this paragraph, Confidential Information shall not include information which becomes available to the public through no wrongful action of the receiving party which may be published prior to the date hereof, which is already in the possession of the receiving party and not subject to an existing agreement or confidence between the parties; which is received from a third party without restriction and without breach of this Agreement; which is independently developed by the receiving party; or which is disclosed pursuant to a requirement or request from a government agency. This Agreement shall in no way be construed to grant any right, license, or authorization to either party to use Confidential Information except as permitted in this Agreement. Each party shall restrict Confidential Information received from the other party to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to perform services hereunder. Such employees or persons shall be under the same obligations to hold secret and confidential such Confidential Information provided herein. The obligations of the parties hereunder shall survive termination of this Agreement.

23. ATTORNEY FEES. If either party defaults in its performance hereunder and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred at any time by the other party because of the default.

24. FACSIMILES AND COUNTERPARTS. A facsimile copy or electronic mail containing scanned copy of this Agreement containing the signature of either party shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**UNIVERSITY OF WYOMING
ALUMNI ASSOCIATION, INC.**

By: 
Name: H. Keener Fry, Jr.
Title: Executive Director

"Affinity Participant"

FIRST INTERSTATE BANK

By: 
Name: Lee Groom
Title: Payment Services Manager

"Bank"

AFFINITY PROGRAM REFERRAL AGREEMENT

EXHIBIT A

TERMS AND FEATURES

Subject to (i) Bank's right to vary the terms of the Affinity Program and (ii) the applicable Credit Card Account agreement entered into between Bank and each Customer, the UWAA FirstRewards World MasterCard Credit Cards issued pursuant to the Affinity Program shall possess the following terms and features:

1. There is no annual fee.
2. The customer receives a 3.99% introductory APR for the first 6 months of account opening. After that, the current annual percentage rate will be a variable rate of prime plus 4.00% to 16.00% based on Customer's creditworthiness. For variable rate accounts, there may be an additional margin applied because of Customer's delinquency.
3. Customers may be offered opportunities to select credit insurance.
4. Credit Card Accounts are for non-business purposes.
5. Customers enrolled in the Affinity Program earn one (1) point for every dollar spent in the FirstReward's loyalty program. Points can be redeemed by Customer through Bank's FirstReward's loyalty program.
6. Promotions regarding the FirstRewards loyalty program may be created and funded by Bank.
7. Information regarding Bank's FirstRewards World MasterCard terms and features can be found at www.firstinterstate.com.

AFFINITY PROGRAM REFERRAL AGREEMENT

EXHIBIT B

REFERRAL FEE FOR AFFINITY PARTICIPANT

\$30 per approved Credit Card issued in response to an application submitted to Bank through Affinity Participant, to be paid to Affinity Participant via check or ACH on a monthly basis.

UWAA Affinity Credit Card Partnership – Addendum II

First Interstate Bank is pleased to express interest in sponsorship of the following UWAA events, as outlined in Addendum II of the UWAA Affinity Credit Card Partnership RFP.

1. **Welcome Wednesday's** – First Interstate Bank will commit to the sponsorship of one Welcome Wednesday's, with a sponsorship pledge of \$250.
2. **Alumni Tailgate Party** – First Interstate Bank will commit to 500 giveaways for the Alumni Tailgate Party. In return First Interstate Bank requests that 2-3 First Interstate Bank employees be able to attend the event.
3. **Family Weekend** – First Interstate Bank will select one of the 20 events during the Family Weekend (September 17-19, 2014) to sponsor. Sponsorship fee to be determined based upon event selection.
4. **Saturday U** - First Interstate Bank will commit to the sponsorship of one Saturday U, with a sponsorship pledge of \$500.
5. **2014 Homecoming Celebration Week** – First Interstate Bank will commit to the sponsorship of the 2014 Homecoming Celebration Week with a sponsorship pledge of \$1,000 for the Distinguished Alumni Reception.
6. **UWAA 120th Anniversary Celebration** – First Interstate Bank will commit to the sponsorship of UWAA 120th Anniversary Celebration with a sponsorship pledge of \$1,000 for a table at the event.

Additionally, First Interstate Bank would like to continue sponsoring the following:

7. **Scholarship Benefit Dinner & Auction** – First Interstate Bank will commit to the sponsorship of the Scholarship Benefit Dinner & Auction with a sponsorship pledge of \$500. *Please note, First Interstate Bank contributed an additional \$775 at the 2014 Scholarship Benefit Dinner & Auction.*

Please note, specific marketing activities for each UWAA event listed above to be determined. Again, thank you for your continued consideration and we look forward to your response.

Sincerely,



Gary Negich
Commercial Bank Market President
First Interstate Bank
(307)721-4612
Gary.Negich@fib.com



Procurement Services

Dept. 3605, 1000 E University Avenue • Laramie, WY 82071
(307) 766-5233 • fax (307) 766-2800

Addendum II

TO:	All Vendors
FROM:	Greg Livingston, Assistant Manager, Procurement Services
RFP:	Affinity Credit Card Partnership RFP
RFP OPENING DATE:	March 27, 2014
CURRENT DATE:	April 22, 2014
PHONE NUMBER:	(307) 766-5718
FAX NUMBER:	(307) 766-2800

The specifications now in your possession are subject to the following changes:

We would like to further investigate interest in sponsoring University of Wyoming Alumni Association events. The following are specific areas that we would like to request interest in, including any financial commitments, as an addendum to the proposal that has been submitted for the Affinity Credit Card Partnership RFP.

- 1) **Welcome Wednesday's** – We host a minimum of six of these events for students each year. On a Wednesday morning of the month, we locate in a central area of campus and provide complimentary doughnuts, muffins, juice and coffee to students. For 2013-14, students stopping by our tent ranged from 50 to over 200 at each event. We promote via email, campus signage and our Alumni e-Flash (monthly electronic newsletter – circulation 35,000 – 40,000 per month)
- 2) **Alumni Tailgate Party** – Saturday, September 6, 2014 prior to the UW vs. USAFA game. Each year at a Wyoming Cowboys home game the UWAA gathers alumni and friends for a tailgate party. Food & beverages are provided along with membership promo materials in a fun pre-game atmosphere. The UWAA Board helps put this on, which helps spread the word about the UWAA and keeping the connection to UW thriving. There are over 500 people in attendance.
- 3) **Family Weekend** – September 17-19, 2014 – We welcome 350 – 400 parents to campus for a weekend of over 20 events on campus and in downtown Laramie over a three-day period.
- 4) **Saturday U** - Saturday University is a collaborative program connecting popular UW professors with Wyoming residents who have a desire to learn. Saturday University is sponsored by the University of Wyoming, University of Wyoming Foundation and the

Wyoming Humanities Council. Six of the programs are held in Jackson, Gillette and Sheridan during the year, two in each location. The weekend includes a reception on Friday night and three enlightening and entertaining lectures from UW professors on Saturday. The weekend wraps up with lunch with the professors. This program is free to UW alumni and friends.

- 5) **2014 Homecoming Celebration Week – October 11-18, 2014.** Each year the UWAA collaborates with a variety of student groups and departments across campus to host a memorable Homecoming for students currently attending UW and for alumni coming home (15-20 events). The have students activities such as a pig roast, pizza party, competitions, events in the evening, and many more. As for the alumni events, we will see over 2000 people in the course of a long weekend. The UWAA puts on the 50th Class Reunion with lunches, campus tours and presentations followed by the Distinguished Alumni and Medallion Service Award recipient events. These events include a private reception, dinner with the president and as of last year a concert on Thursday night, which we hope to continue with this coming year.
- 6) **UWAA 120th Anniversary Celebration – 2015** is the 120th Year since the UWAA began serving alumni and students. We will be having a 400+ person gala on Saturday, April 18, 2015 at the Marlan H. Rochelle Gateway Center. This will be a cocktail hour with passed hors d'oeuvres, entertainment followed by a dinner to include presentations by UW leadership. It will be a memorable evening with enthusiastic UW Alumni, friends and fans.

All of these events will be promoted in the UWyo Alumni Magazine (30,000 circulation – 3x a year), Alumni e-Flash (monthly electronic newsletter – circulation 35,000 – 40,000 per month), and multiple emails promoting each individual event. In addition, the events around UW football weekends will be promoted with UWAA ads on KOWB radio.

Addendum II is due (electronic submission is acceptable) no later than Tuesday, April 22, 2014, 2:00 P.M. MDT.

The above changes in the specifications set forth minimum acceptable specifications. Please sign, date and return this addendum along with your bid before the bid opening date specified above.

First Interstate Bank

221 Ivinson St

Laramie, WY 82070

(307) 721-4600

Business Name, Address, Zip and Phone Number

Authorized Signature

Gary Negich

Printed Name of Authorized Signature

April 22, 2014

Date

gary.negich@fib.com

E-mail