

CONFIDENTIAL

AFFINITY BANKCARD AGREEMENT

By and Between

YALE UNIVERSITY

and

CHASE BANK USA, N.A.

CONFIDENTIAL

AFFINITY BANKCARD AGREEMENT

THIS AGREEMENT ("Agreement"), is effective as of August 19, 2007 ("Effective Date"), by and between YALE UNIVERSITY, a corporation specially chartered by the General Assembly of the Colony and the State of Connecticut, having its principal offices at 105 Wall Street, New Haven, CT 06520-8330 ("Yale") and CHASE BANK USA, N.A., a national banking association, having offices at Three Christina Centre, 201 North Walnut Street, Wilmington, Delaware 19801 ("Chase").

RECITALS

WHEREAS, Yale and Chase, as successor by merger to First USA Bank, previously entered into an Affinity Group Bankcard Agreement on August 19, 1997, as amended (the "Original Agreement"), to jointly market Chase's general purpose consumer credit cards branded with the Marks (as defined below in Paragraph 1(a) hereof) in conjunction with a national payment network association (hereinafter referred to as "Credit Card(s)") to the alumni, employees and friends of Yale; and

WHEREAS, the term of the Original Agreement expired as of August 19, 2007, but was extended until December 31, 2007 pursuant to that certain letter agreement by and between Yale and Chase dated August 14, 2007, and such letter agreement further provided that the terms of this Agreement would be applied retroactively to the Effective Date hereof;

WHEREAS, Yale is willing to continue to make the Marks and Lists (as such terms are defined below) available to Chase in connection with Chase's offering of Credit Card(s) and Enhancement Products, as defined in Paragraph 3(e) hereof, to and among Yale alumni, faculty, staff, parents of students and alumni, and selected friends of Yale and, at Yale's discretion, graduate students and undergraduate students (collectively, the "Yale Members"), subject to the terms and conditions of this Agreement;

WHEREAS, Chase and Yale are entering into a Promotional Agreement effective as of the Effective Date (the "Promotional Agreement") pursuant to which Yale will provide Chase with certain promotional opportunities in connection with the Program as described therein to establish and maintain Accounts; and

WHEREAS, Yale's purpose in entering into this Agreement and the Promotional Agreement is to foster and enhance the relationship between Yale and the Yale Members and to support Yale's mission of education, research and service and related standards of excellence.

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 described in the indicated paragraph set forth on Exhibit A.

1. License to Use Marks.

(a) License to Chase. During the Term of this Agreement, Chase and its affiliates shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), designs, artwork and other related proprietary images of Yale identified on Schedule 1(a) attached hereto, as amended from time to time, as they now exist or as they may be revised or modified during the Term hereof (collectively, the "Yale Marks" or "Marks") solely in connection with Chase's marketing, issuance and servicing of Credit Cards and, pursuant to Paragraph 3(e), Enhancement Products, to Yale Members under this Agreement which shall be referred to hereafter as the "Program". Yale, in its sole discretion, may amend Schedule 1(a), from time to time, to add other Yale Marks or new Yale Marks developed by Yale after the effective date hereof, which Yale deems appropriate for the Program. Such right and license shall not apply or extend to any other product or service offered by Chase, unless such product or service is approved in writing by Yale. This Agreement does not confer upon Chase the right to sublicense or otherwise assign or transfer rights ~~with respect to any or all of the Yale Marks, except as otherwise specifically~~ provided herein. Yale agrees, without prior written consent of Chase, which consent shall not be unreasonably withheld or delayed, it shall not permit any

person or entity, including a competitor of Chase to use the Yale Marks or other related proprietary images of Yale in connection with the provision to Yale Members of any "Card." As used in this Agreement, "Card" means any consumer credit or charge card and any private label card for purchases only from Yale; and for the avoidance of doubt "Card" does not include any corporate, purchasing, travel or other card intended for use by faculty, staff or students of Yale or any debit, stored value, and/or gift card. In the event of any unauthorized or illegal use of the Yale Marks, Yale shall cooperate with Chase in causing such unauthorized or illegal use to stop. Except for amounts paid to Yale pursuant to Paragraph 7 and Schedule 7(a) hereof, Chase shall not be required to pay any additional amounts to Yale in connection with the use of the Marks in conjunction with the Program. Following termination, expiration or cancellation of this Agreement, Credit Card(s) issued during the Term hereof and related Account documents may continue to bear the Marks until the earlier of (i) the expiration date displayed on the Credit Cards as of the effective date of such termination, (ii) the Guarantee is earned in full; or (iii) in the event Yale or its designee purchases the Program Assets pursuant to Paragraph 17(g) of this Agreement, the effective date of such purchase. Except as expressly permitted by the foregoing sentence, following the termination, expiration or cancellation of this Agreement, neither Chase nor any third party authorized by Chase, may market or issue credit cards or any other product using any reference to Yale or the Yale Marks. 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 Yale, from time to time, with respect to the form of the Marks and their usage. In no event shall Chase alter the Yale Marks without the express prior written consent of Yale or use the Yale Marks for any purpose, except as permitted by this Agreement.

(b) License to Yale. During the Term of this Agreement, Yale shall have the right and license to use in connection with the Program (i) the respective name, trademarks, servicemarks, copyrights, logo(s), designs, artwork and other related proprietary images of Chase identified in Schedule 1(b) attached hereto as they now exist or as they may be revised or modified during the Term hereof and (ii) any new marks developed by Chase after the effective date hereof (collectively, the "Chase Marks" or "Marks"). This Agreement does not confer upon Yale the right to sublicense or otherwise assign or transfer rights with respect to any or all of the Chase Marks, except as otherwise specifically provided herein. Yale shall not be required to pay any amount to Chase in connection with the use of the Chase Marks in conjunction with the Program. Upon termination of this Agreement, Yale shall cease using the Chase Marks.

Yale shall comply with the standards established by Chase as set forth in Schedule 1(b) with respect to the form of the Chase Marks and their usage. In no event shall Yale alter the Chase Marks without the express prior written consent of Chase or use the Chase Marks for any purpose, except as permitted by this Agreement.

(c) Ownership of Marks. Without derogating from the licenses granted above, each party is and shall remain the owner, respectively, of all rights in and to the Marks identified in Schedules 1(a) and 1(b), as applicable. Any and all rights to the Marks identified in Schedules 1(a) and 1(b), respectively, not herein specifically granted and licensed are reserved by Yale or Chase, as applicable. Each party acknowledges the other party's exclusive rights in such party's Marks and, further, acknowledges that such Marks are unique and original to the other party. During or after the Term of the Agreement, neither party shall dispute or contest, directly or indirectly, the other party's exclusive right and title to that party's Marks or the validity thereof. Each party agrees that its use of the Marks of the other party inures to the benefit of such other party and that the licensee shall not acquire any rights in the Marks of the other party as a result of the licenses granted hereunder. Except as otherwise specifically provided for in Paragraphs 1(a) and 1(b) hereof, upon the termination of this Agreement, all rights conveyed hereunder with respect to the use of the Marks shall cease, and all such rights shall revert to Yale or Chase, as the case may be. Upon termination of this Agreement, Chase shall have no further right to market Credit Cards or any other product approved in writing by Yale using the Yale Marks or to further utilize any promotional materials containing the Yale Marks. However, nothing contained herein shall require Chase to cancel any Account or to terminate any Credit Card issued in connection with this Agreement except as provided in Paragraph 1(a) above. Chase agrees not to re-issue any Credit Card during the Term with an expiration date that is greater than Chase's normal re-issue policies and procedures.

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

2. Marketing Lists.

(a) Providing the Lists. Upon thirty (30) days notice and not more than four (4) times per calendar year unless otherwise agreed to by Yale and Chase pursuant to the Marketing Plan (as defined in Section 4(a)(iii) below), Chase may request, and Yale shall provide to Chase, lists of all Yale Members, including the Yale Member name, the Yale Member provided mailing address, and only if available and subject to Section 2(b) below, the Yale Member provided contact telephone number (the "Lists"), which Lists will be provided by Yale using a mutually agreeable electronic file format, layout and media for transmission. Except to the extent that disclosure is limited or prohibited by relevant law or policies of Yale, Yale shall use commercially reasonable efforts to provide as complete and accurate and unabridged List as possible of all Yale Members. Notwithstanding anything to the contrary herein, Yale, in its sole discretion, may exclude from each List information regarding (i) any individual who is enrolled at Yale as graduate or undergraduate student as of the date such List is generated, (ii) individuals comprising not more than 10% of the total number of individuals that otherwise qualify as Yale Members. Without limiting the foregoing, Yale represents that each List of names and U.S. residential addresses provided hereunder, shall consist of a minimum of 136,000 Yale Members who are eighteen (18) years of age and older that have not notified Yale of their election to exercise their rights under privacy opt-out, or "do-not-solicit" and "do-not-call" provisions; provided, however, that the fact that a Yale Member has placed his or her name on the National Do Not Call Registry does not constitute notifying Yale of such Yale Member's election to exercise rights under privacy opt-out or "do-not-solicit" and "do not call" provisions ("Mailable Names"). For the avoidance of doubt, Chase and Yale acknowledge and agree that Yale shall have no responsibility for confirming whether or not a Yale Member included on any List has placed his or her name on the National Do Not Call Registry. Upon Chase's request, Yale shall provide Chase with lists of Mailable Names derived from the Lists that satisfy certain specific targeting criteria enumerated by Chase to the extent such information is readily available in Yale's database and provided that the parties mutually agree that the targeting criteria and related information is appropriate for purposes of marketing the Program to Yale Members and disclosure of such information is not prohibited by relevant law. Yale shall provide all Lists to Chase at no additional cost to Chase other than the payments recited herein in Paragraph 7 and Schedule 7(a). Yale agrees: (i) that an essential component of the Program is Yale's ability to provide Lists to Chase and that, therefore, except as required by law, Yale shall not modify or otherwise amend its privacy policy to prohibit Yale from providing the Lists to Chase or Chase's designated agents as set forth in this Agreement; and (ii) it shall not sell, rent or otherwise in any manner permit or in

any manner facilitate, directly or indirectly any person or entity, including a competitor of Chase, to use the Lists in connection with or in any manner associated with the marketing, soliciting or offering of any Card, without prior written consent of Chase. The parties acknowledge that Yale does not market an affinity credit card to students and, notwithstanding any other provision of this Agreement, the Program is not intended to facilitate Chase's marketing to students of Yale. However, students who may become aware of the Program are within their rights to independently elect to apply to Chase to become a Cardmember.

(b) Use of Lists. Chase shall use the Lists provided by Yale in accordance with the terms of this Agreement solely to market to Yale Members Credit Cards and, pursuant to Paragraph 3(e), Enhancement Products, and for no other purpose. Chase shall use the most current version of the Lists provided by Yale under Section 1(a) in connection with any marketing to Yale Members pursuant to the terms of this Agreement; provided however, if Yale fails to timely deliver the List, Chase may use the last updated List provided by Yale. Chase may solicit Yale Members to become Cardmembers through Chase's then current marketing channels, solely in accordance with the Marketing Plan agreed to by the parties pursuant to Paragraph 4(a)(iii), provided the Lists may be used for (i) telemarketing, the purpose and frequency of which shall be determined by the parties pursuant to the annual Marketing Plan and (ii) for direct mail campaigns, at Chase's discretion and subject to the prior review and approval of Yale, but not more than six mailings per Yale Member per year. Except as provided in the foregoing sentence, Chase shall not use any List to contact any Yale Member in connection with the offering by Chase of any products or services. Notwithstanding anything in this Agreement to the contrary, Chase shall have the sole responsibility and obligation to confirm prior to contacting any Yale Member included on any List whether or not such Yale Member has placed his or her name on the National Do Not Call Registry and Chase shall not under any circumstances contact or attempt to contact by telephone any Yale Member whose name is on the National Do Not Call Registry. Chase shall not sell, rent or otherwise make available such Lists, in whole or in part, to any unaffiliated third party (except for the purposes of fulfilling Chase's obligations under this Agreement and then subject to confidentiality and use restrictions as restrictive as those set forth in this Agreement with respect to such Lists) without the express written consent of Yale, which consent may be granted or withheld in Yale's sole discretion. ~~The Lists provided by Yale are and shall remain the sole~~ property of Yale, except to the extent that information about a Yale Member becomes available to Chase from a source other than Yale, in which case such

names shall also be owned by Chase in the same capacity as such name became known to Chase. Further, Yale Lists shall never be sold or exchanged during the Term or after the termination of this Agreement. Chase will, subject to applicable law requiring their retention, return the Lists to Yale or destroy them upon completion of each use and 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 Yale Member. This information is a part of Chase's own files and shall not be subject to this Agreement; provided, however, that any use of such separate information shall in no way imply an endorsement or involvement by Yale or be used to solicit Cardholders for any product or service not expressly permitted by Paragraph 3(e). Notwithstanding the foregoing, following the termination, expiration or cancellation of this Agreement, neither Chase nor any third party authorized by Chase, may market, issue or service credit cards or any other product using any List.

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

(a) Chase Marketing. Subject to subparagraph (c) of this Paragraph 3 and Paragraph 4(a)(iii), Chase shall, at its own expense, in consultation with Yale, design, develop and produce such Marketing Materials as it deems appropriate to promote the Program among Yale Members, and Yale shall not unreasonably impede Chase's administration of such promotional and solicitation activities. Promotion of the Program shall include, subject to Yale's approval, Chase-conducted direct mail and access to Yale channels and venues set forth in Schedule 3(a) or such other marketing channels as the parties may mutually agree in writing. The solicitation of Yale Members shall be conducted in accordance with the annual Marketing Plan described in Paragraph 4(a)(iii); provided that Chase reserves the right to limit its solicitation materials to those persons it selects in accordance with Chase's credit criteria and credit practices.

(b) Use of Yale Marks on Credit Cards. Subject to federal, state and local law and any other applicable rules and regulations (e.g. Visa or MasterCard operating regulations), all approved Cardmembers shall receive Credit Card(s) issued by Chase. To protect the goodwill and reputation of Yale, Yale shall have the right to approve the design of the front of the Credit Card plastic(s) and the use of its Yale Marks on Credit Card(s), such approval not to be unreasonably withheld. Without limiting the foregoing, Chase agrees that without the written approval of Yale, such approval not to be unreasonably

withheld, the presentation of any Chase Mark(s) shall be no more prominent than the Yale Mark(s) in the design of the Credit Card plastics. Further, Chase agrees to work with Yale using commercially reasonable efforts to develop customized designs or recognition (fourth line embossing) for certain segments of Yale's membership base (e.g., residential colleges and graduate and professional schools) and consistent with the Marketing Plan. In the event of any change in Yale Marks, if Yale requires the use of its new Yale Marks in the Program, Yale shall bear and promptly reimburse Chase for any additional expenses incurred by Chase in connection with the use of the altered Yale Marks mutually agreed upon by Chase and Yale, except, however, Yale shall not be required to reimburse Chase for such expenses if Yale: (i) provides Chase with at least 120 days advance notice of such pending change; and (ii) permits Chase to exhaust its existing mailing inventories of plastics with respect to the Program; and (iii) does not require Chase to cancel existing issued Credit Cards and issue replacement Credit Cards which bear the new Marks. Chase shall have the right to designate on the reverse side of the Credit Card(s) such information related to this Program or the credit card industry generally, as Chase shall deem appropriate in the ordinary course of business.

(c) Preparation and Review of Marketing Materials and Premiums. In order to implement a marketing strategy which will resonate among Yale Members, Chase agrees to develop, in concert with Yale and as part of each Marketing Plan and utilize throughout the Term, marketing collateral designed to target the distinct characteristics of Yale Members. Each party shall submit to the other for prior approval, samples of all marketing, promotional or solicitation materials and Credit Card designs, printed or otherwise, which the submitting party intends to utilize to market the Program to and among Yale Members ("Marketing Materials") as well as any merchandise used to encourage individuals to apply for or use Credit Cards ("Premiums"). Yale shall have the right to review the form and content of such Marketing Materials and Premiums, provided, however, that Yale shall have no right to review any legal disclosures regarding the same and Chase shall be solely responsible for assuring the adequacy of legal disclosures and compliance with all applicable laws and regulations relating to such Marketing Materials and Premiums. The reviewing party shall respond to the submitting party's requests for approval on a timely basis. Approval by the reviewing party of any Marketing Materials or Premiums submitted by the submitting party for review shall not be unreasonably withheld. In order to maintain Marketing Materials and Premium production and solicitation schedules, the reviewing party shall respond to submitting party's request for final approval of Marketing Materials or Premiums within ten

(10) business days following the reviewing party's receipt of such request. Chase further reserves the right to communicate information to Cardmembers which it normally sends, in the ordinary course of its business, to its other cardmembers and which does not utilize Yale's Marks, without the prior approval of Yale provided such information is not intended to offer products and services not permitted under Paragraph 3(e).

(d) Ownership of Work Product. Each party shall have and retain all its respective ownership rights (including without limitation, ownership of any copyrights) in the copy, artwork, layouts, designs, scripts, storyboards, tape, film, mechanicals, and any other documents or material that constitute or are prepared by such party in connection with the Credit Card or Marketing Materials (collectively, "Work Product"), but shall have no rights to the other party's Marks, including any Marks that are referenced or incorporated into any Work Product.

(e) Enhancement Products. Chase may use the Lists to market to Yale Members and may market to Cardmembers, credit card insurance, credit card registration, and other credit card-related fee service products and related services (collectively "Enhancement Products") via the Credit Card application and via usual and customary marketing channels (excluding telemarketing) for such products. Chase may directly market to Cardmembers and Yale Members via the usual and customary marketing channels (excluding telemarketing) such other financial and non-financial products and services as agreed to in writing by Yale from time to time. In addition, Chase may provide Cardmembers access (e.g. Chase branch banks, Chase websites) to other financial products and services offered by Chase or through any of its affiliated companies. Notwithstanding the foregoing, the solicitation of Cardmember and Yale Members for Enhancement Products shall be conducted only in accordance with the Marketing Plan described in Paragraph 4(a)(iii). Except as expressly permitted under this Agreement, Chase shall not directly market to any Yale Member any product or service using contact information derived by Chase from any List or Chase's relationship to such Yale Member as a Cardmember under the Program, without Yale's prior written consent, which consent may be granted or withheld in Yale's sole discretion.

(f) Credit Education. Chase shall implement and provide credit education programs for Cardmembers consistent with such programs Chase otherwise provides.

(g) Customer Service. At all times during the Term of this Agreement, Chase will maintain and service the Accounts in accordance with the customer service standards set forth in Schedule 3(g). Chase agrees that it will keep customer service performance for the Cardmembers at or above the then-current customer service levels that Chase maintains for any of its other college and university affinity programs. The parties agree to review the customer service standards on an annual basis to ensure consistency with industry standards and Cardmember needs. In the event that Chase develops a customer service platform that is specifically targeted to high net-worth or otherwise affluent customers, then Chase shall make such customer service platform available to all Cardmembers who qualify or otherwise satisfy Chase's targeting criteria defining high net-worth or otherwise affluent customers, provided that (i) such customer service platform has been used in connection with its other college and university affinity programs or, without undue burden to Chase, can be made available to Cardmembers and (ii) at least twenty five percent (25%) of existing Cardmembers would qualify or otherwise satisfy Chase's targeting criteria defining high net-worth or otherwise affluent customers. Chase will ensure that individuals providing support for the Program are trained with respect to the needs of Yale Members and the Program, including detailed knowledge with respect to the Credit Cards and the Rewards Program(s).

4. Additional Obligations.

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

(i) in the event that the parties become aware that any of the marketing activities set forth herein violate any current or future applicable federal or state law or regulation or any policy of the parties, the parties shall promptly cease such activities if required by law and use commercially reasonable efforts to identify or develop alternative marketing opportunities that comply with such law, regulation or policy;

(ii) to use commercially reasonable marketing efforts to cooperatively develop, test and offer promotions to Cardmembers, including, but not limited to, special discounts and shopping opportunities, which promotions shall be consistent with each party's business objectives and marketing strategies and the Marketing Plan;

(iii) to establish within sixty (60) days after the execution of this Agreement, and at least sixty (60) days before each anniversary date of this Agreement, a marketing plan for the promotion of the Program which shall include at a minimum, the elements set forth on Schedule 4(a) (the "Marketing Plan").

(iv) to establish a joint management committee ("JMC") with two members from each of Chase and Yale, one of such members from each of Chase and Yale shall have decision making authority for the Program, which JMC shall meet (which may include by telephone) not less than twice per year to review Program performance, including product competitiveness, marketing strategy, and the Rewards Program, and modify the Marketing Plan as necessary or as the parties may agree, including adjustments to the marketing strategy, Yale Member communication material, Marketing Materials, and any other marketing initiatives that the parties agree to undertake during the upcoming six month period. At least annually, the JMC shall review and modify, if necessary, the Rewards Program to ensure maintenance by Chase of a Rewards Program that reflects the results of market research.

(v) that action of the JMC shall be taken by majority vote of the committee members constituting the full committee. Each member of the JMC shall be entitled to one (1) vote on each matter placed before the JMC. In the event of a failure to agree on any matter of importance to the Program within ten (10) business days after the initial vote, then the matter shall be dealt with in accordance with Paragraph 24 of this Agreement.

(b) Website Access.

(i) Yale shall prominently place a jpeg image with an associated hyperlink above the fold on the homepage, and shall use reasonable efforts to obtain placement on the checkout or point-of-sale pages, if any, of the Association of Yale Alumni (AYA) Web site (www.aya.yale.edu), and shall prominently place a link on the sponsor page of the Yale Athletics Web site (currently <http://yalebulldogs.cstv.com/sponsorship/yale-sponsorship.html>) and on any successor Association of Yale Alumni (AYA) or Yale Athletics Web site ("Websites"), in order promote the Program and to enable Yale Members and other users to apply for a Credit Card. Yale and Chase shall mutually agree on the image or text of any hyperlink(s) to be placed on the Websites pursuant to this Paragraph 4(b) and Chase acknowledges that the link on the Yale Athletics

Website will not reference Chase by name unless otherwise agreed to by the parties.

(ii) Yale may post information regarding the Program on other pages hosted at yale.edu, subject to Chase's prior review and approval pursuant to Paragraph 3(c). At Chase's reasonable request, Yale agrees to update or remove any information regarding the Program posted on any of its web pages within 15 days of the request. Yale further agrees that if Chase makes the request to remove or update information regarding the Program in response to a request or formal action taken by its regulator, an attorney general, pursuant to an order of a court or other legal process, in response to consumer complaints, or at the request of a credible consumer advocacy group, Yale shall use commercially reasonable efforts to expedite the removal or updating of the information regarding the Program. Similarly, Chase agrees that if Yale makes a request to remove or update information on Chase's web site regarding the Program or Marketing Materials in response to a request or formal action taken by an attorney general, pursuant to an order of a court or other legal process, in response to consumer complaints, or at the request of a credible consumer advocacy group, Chase shall use commercially reasonable efforts to expedite the removal or updating of the information on Chase's web site regarding the Program or Marketing Materials.

(c) Athletic Event and Campus Marketing. Consistent with Schedule 3(a), Yale shall also provide or cause to be provided to Chase, at no cost to Chase, with access to each Yale home athletic event identified on Schedule 3(a) to market the Program. With respect to each Yale home athletic event identified on Schedule 3(a), Chase shall be provided marketing and promotional opportunities and vehicles set forth in Schedule 3(a) to solicit credit card applications and give away Premiums provided by Chase to all persons who apply for a Credit Card. Chase and Yale shall mutually agree upon the location of each distribution table and, subject to space availability, Yale shall provide a location that is prominent with respect to visibility and pedestrian foot traffic. Yale, at its expense, shall use diligent efforts to provide access to public space on the Yale campus to conduct other various marketing and promotional campaigns, consistent with the Marketing Plan, that the parties may mutually determine are appropriate to solicit Credit Card applications and give away Premiums provided by Chase to persons who apply for a Credit Card. ~~In connection with Yale providing Chase access to the Yale campus, Chase shall maintain, or require any third party vendor selected by Chase to conduct marketing or promotional activities on the Yale campus on Chase's behalf to~~

maintain, at a minimum, insurance in the amounts and coverage described in Schedule 4(c) and shall otherwise comply with the requirements of Schedule 4(c). Chase shall provide evidence of such insurance prior to accessing the Yale campus. Chase, or any third party vendor selected by Chase to conduct marketing or promotional activities on the Yale campus on Chase's behalf, shall also obtain all necessary licenses, permits, approvals, certifications as are required to operate the sales and promotional venue/kiosks as described in Schedule 3(a).

(d) Features, Benefits and Rewards Programs.

(i) Chase agrees that the Annual Percentage Rate ("APR") applied to Yale Members who become Cardmembers when reviewed in combination with the applicable fees (annual and service) and Rewards Program shall be equal to the best rates available through any affinity credit card programs offered by Chase to other universities and colleges. Chase may offer its other university partners an APR that is equal to, but not lower than, the rate offered to Yale Members unless the particular university partner has made low APR the principal component of its affinity program.

(ii) Chase shall maintain rewards programs for the Program (as applicable, the "Rewards Program(s)"), which at a minimum shall provide Cardmembers with the benefits and fees set forth on Schedule 4(d) (the "Current Rewards Program"). Chase shall notify Yale in writing no later than sixty (60) days prior to discontinuing or making any substantive changes to the features, benefits or fees of the Current Rewards Program and such notification shall include a detailed explanation and evidence supporting such change (the "Change in Benefits Notice"). In the event that Yale disputes the Change in Benefits Notice on the basis that such changes taken as a whole will materially adversely affect the Cardmembers, the JMC shall review the matter and attempt to agree to changes to the Current Rewards Program to remedy the situation to the satisfaction of Yale and Chase. Should the JMC fail to agree on the matter, Yale may terminate this Agreement pursuant to Paragraph 17(e).

(iii) Chase shall conduct, at its expense, the necessary qualitative and quantitative research necessary for the further development of the Rewards Program. Yale shall provide reasonable assistance with regard to such development efforts by providing certain database and other demographic information to the extent such information is readily available in Yale's database and disclosure of such information is not prohibited by relevant law. The

Rewards Program shall be subject to Yale's prior written approval not to be unreasonably withheld and the parties shall amend Schedule 4(d) to reflect the terms of the Rewards Program.

(iv) Following the implementation of the Rewards Program, Chase shall maintain the Rewards Program for the Term of the Program on a competitive basis with other rewards programs offered by Chase to other universities and colleges. The JMC shall review the Rewards Program(s) on an annual basis and if the JMC can not agree on the quality of the rewards program for Yale Members, the matter shall be dealt with in accordance with Paragraph 24 of this Agreement.

(v) Chase agrees to work with Yale to develop communications to inform Yale Members of the anticipated rollout of each new Rewards Program(s).

(vi) All Rewards Programs shall be funded solely by Chase. To the extent the parties agree to include customized Yale-oriented redemption options made accessible by Yale at Chase's expense, Chase shall reimburse Yale for Yale's actual costs (without markup) associated with providing such reward options.

(e) E-Mail Services - General. In the event Chase and Yale determine, in accordance with the Marketing Plan, to utilize email as a marketing channel for the Program, Yale and Chase shall execute the e-mail marketing campaigns ("e-mail Campaigns") in accordance with the specifications and procedures as described in a schedule consistent with Schedule 4(e), prepared for each such campaign, as the same shall be approved and signed by both parties and attached to this Agreement. Unless any provision hereof is specifically excluded or modified in a particular schedule, each such schedule shall be deemed to incorporate therein all the terms and conditions of this Agreement and may contain such additional terms and conditions as the parties may mutually agree.

5. Intentionally Deleted.

6. Issuance of Credit Cards.

(a) Issuing Policies and Credit Practices. Chase shall issue Credit Cards to and establish accounts for eligible Yale Members in accordance

with Chase's credit, fraud and credit card issuing policies and practices ("Accounts"). All decisions concerning the creditworthiness of any potential Yale Member shall be made at the sole discretion of Chase.

(b) Cardmember Agreement. Credit Cards issued by Chase to approved Yale Members pursuant to the Program ("Cardmember(s)") and this Agreement shall be governed by terms of cardmember agreements to be entered into between such persons and Chase. Such cardmember agreement shall specify that the laws of the State of Delaware, and as applicable, federal law, shall govern the terms and conditions of such Account and the extension of credit by Chase to the Cardmember. Notwithstanding any other limitations contained in this Agreement, Chase shall have the right to amend such cardmember agreements at any time in accordance with applicable law.

(c) Ownership of Accounts. Yale shall not possess any ownership interest in Credit Cards issued and Accounts established pursuant to this Agreement or have any liability with respect thereto. 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, responsibility and liability of Chase or its assigns.

7. Royalties and Guarantees.

(a) Payment of Royalties. During the Term of this Agreement, in consideration of the obligations under this Agreement, Chase shall pay to or on behalf of Yale certain Account, Renewal, Marketing and Sales Royalties (collectively, the "Royalties") as set forth on Schedule 7(a) attached hereto. In addition, during the Term, Chase shall pay Yale a Guarantee in the amount, and subject to the terms and conditions, set forth on Schedule 7(a) attached hereto. Notwithstanding the foregoing, Chase shall not be obligated to pay any duplicate Royalties in the event that the Accounts on which such 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 that were established as a result of a former joint Cardmember requesting an individual Account. In addition, Chase shall not be obligated to ~~pay any Royalties which are expressly prohibited by law and in such event~~ Chase shall provide Yale with prompt written notice thereof and at the request of

Yale shall provide an legal opinion to Yale supporting Chase's assertion that the payment of any such Royalties are prohibited by law.

(b) Royalty and Other Reporting: Chase shall provide Yale with a reconciliation report within sixty (60) days following the end of each calendar quarter setting forth the amount of Royalties earned by Yale during such calendar quarter. Any amounts owing to Yale and payable pursuant to the terms of this Paragraph 7 shall be paid to or on behalf of Yale within sixty (60) days following the end of such calendar quarter. In addition, Chase shall provide the following information in semi-annual reports delivered in electronic form using editable file formats (such as Microsoft Excel or Microsoft Word formats) and layouts mutually agreed upon by the parties:

Portfolio Reports (By Credit Card Product (Rewards/Non-Rewards))(collectively, the "Portfolio Reports")

EOP Outstandings
Active Accounts with purchase (% Open)
New Accounts
Open Accounts
Statements- % of open
Net Retail Sales
Sales Tickets
Average Sales Ticket
Sales per Statement

Acquisition Reports (by Channel)-

% pre-approved
% full application
Mail base
Accounts opened
Net response rate
Gross Response Rate
Approval Rate
Responses to direct mail
Direct Mail Waterfall analysis (provided annually upon request)

8. Cardmember Statements Inserts and Messaging. Subject to reasonable space, weight, size, content, and scheduling restrictions, and upon

Chase's prior review and approval, such approval not to be unreasonably withheld, Yale may from time to time, but not less frequently than six (6) times per year as determined by the parties pursuant to the annual Marketing Plan, 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 by Chase's marketing plans, 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 Yale. Chase shall not include any informational inserts or promotional materials on Yale's cardholder statements without Yale's prior consent, except that Chase shall not be required to obtain Yale's consent when communicating information to Yale cardholders which information is (i) required by law, (ii) directly related to the administration of Credit Cards, or (iii) promoting Enhancement Products. Chase will pay for the normal cost of mailing statement inserts as described above, excluding the cost of preparing, producing and shipping to Chase the actual insert, which cost shall be the sole responsibility of Yale.

9. Records and File Protocol. During the Term of this Agreement and for twelve (12) months thereafter, Chase agrees that it will maintain, for 12 months prior to archiving, accurate records with respect to the Program established by Chase under this Agreement. Such records shall be subject to Audit pursuant to Paragraph 27. During the Term of this Agreement, Yale 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. Chase acknowledges that as of the date of this Agreement Yale is in compliance with such data exchange technical specifications and standards. Chase shall promptly notify Yale of any noncompliance with Chase's data exchange technical specifications and standards and in such event Yale shall use commercially reasonable efforts to remedy such noncompliance; provided that in the event the cost of remedying any such noncompliance exceeds \$1,000, Chase shall pay for such costs in excess of \$1,000.

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 any previous agreement between the parties and all information provided to or in connection with either party's performance under this Agreement shall be considered confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party (other than its affiliates and agents with a need to know) by the party receiving Confidential Information ("Receiving Party") without the prior written consent of the party providing the Confidential Information acting in its sole discretion ("Disclosing Party"). Confidential Information shall include, without limitation: (i) names, addresses and telephone numbers provided in the Lists; (ii) Nonpublic Personal Information, (iii) demographic, behavioral, and credit information relating to Yale Members, Cardmembers, prospective Cardmembers or the Lists provided to Chase pursuant to Paragraph 2; (iv) terms of this Agreement and any previous agreement between the parties, marketing materials, strategies and targeting methods; (v) business objectives, assets and properties; and (vi) 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 or any previous agreement between the parties; (iii) either party received from a third party authorized to disclose it without restriction; (iv) either party, its agents or subcontractors, developed independently without use of Confidential Information; or (v) either party is required by law, regulation or valid court or governmental agency order to disclose, in which case the party receiving such an order must give prompt notice to the other party, allowing them to seek a protective order.

(b) Cardmember Privacy. All capitalized terms used in this Paragraph 11 and not otherwise defined shall have the meanings throughout this Agreement set forth in the Federal "Privacy of Consumer Financial Information" Regulation (12 CFR Part 40), as amended from time to time (the "Privacy Regulation"), issued pursuant to Section 504 of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 U.S.C. 6801 *et seq.*). The parties acknowledge that the Privacy Regulation governs disclosures of Nonpublic Personal Information about Consumers, including Cardmembers and that Nonpublic Personal Information is included in the definition of "Confidential Information" in this Agreement. Yale and Chase each hereby agree that with respect to Nonpublic Personal Information provided to the Receiving Party, the Receiving Party shall:

(i) To the extent, if any, required by the Privacy Regulation, comply with the terms and provisions of the Privacy Regulation, including, without limitation, the provisions regarding the sharing of Nonpublic Personal Information;

(ii) Not disclose to any third party other than affiliates without prior consent or use any Nonpublic Personal Information that it obtains from the Disclosing Party except to carry out the purposes for which the Disclosing Party provided such Nonpublic Personal Information;

(iii) With regard to any Nonpublic Personal Information relating to any Yale Member, comply with Chase's Partner Information Security Standards as described in attached Schedule 11(b)(iii), as the same may be revised from time to time by Chase and provided to Yale, and upon reasonable prior written notice, (a) if Chase has provided Yale any Nonpublic Personal Information in accordance with this Agreement, Yale shall permit Chase to audit Yale's operations relating to such Nonpublic Personal Information for compliance with Chase's Partner Information Security Standards and (b) Chase shall permit Yale to audit Chase's operations for compliance with Chase's Partner Information Security Standards.

(iv) To the extent Receiving Party receives, sends, transmits, stores, controls or processes credit card or debit card account numbers, Receiving Party, at its expense, shall comply with the then-current security rules and requirements, or within thirty (30) days of any published revision of any applicable payment system, including but not limited to Payment Card Industry (PCI) Data Security Standard (DSS), Visa CISP, and/or MasterCard SDP.

(v) Not make any changes to its security measures that would increase the risk of an unauthorized access to Nonpublic Personal Information or cause a violation of the Privacy 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.

Notwithstanding the foregoing, Chase acknowledges that Yale, in the ordinary course of the performance of this Agreement, is not required to, and will not, collect any Nonpublic Personal Information from any Yale Member for purposes of providing such information to Chase. Additionally, Yale shall not receive under this Agreement any individually identifiable personal financial information about Yale Members, Account identifiers, or any other information that would subject Yale to compliance obligations under Laws or safeguarding/security requirements of Chase. Unless specifically instructed by Yale in writing to the contrary, Chase agrees that it will not disclose to Yale any Nonpublic Personal Information of any Yale Member collected by Chase. Further, Chase acknowledges that Yale, in the ordinary course of the performance of this Agreement, is not required to, and will not, receive, send, transmit, store, control or process credit card account numbers relating to any Yale Member. Further, Chase shall not transmit to Yale any credit card account numbers of any Yale Member.

(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 11 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 damages from such disclosure or loss; and (iii) cooperate in all reasonable respects with the Disclosing Party.

(e) Unauthorized Use or Disclosure of Confidential Information. Each party agrees that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, each party agrees that injunctive relief may be warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving

Party agrees promptly to advise the Disclosing Party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and to take all steps at its own expense reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

(f) Return or Destruction of Confidential Information. Upon either party's demand, and upon the termination of this Agreement, the parties shall comply with each other's reasonable instructions regarding the disposition of Confidential Information that may include return of any and all Confidential Information (including any copies or reproductions thereof), excluding any archival copy retained systemically as a function of the Receiving Party's disaster recovery process or material provided to the Receiving Party's (i) Board of Directors (or that of its ultimate parent corporation) or Board of Trustees or (ii) its regulators. Such compliance shall be certified in writing, including a statement that no copies of confidential information have been kept, except as provided above.

(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, Yale agrees that during the Term, Chase may include Yale's name and Yale's Marks in connection with any materials listing affinity credit card partners that Chase may publicize (so long as any such materials clearly indicate that the issuer is Chase and not Yale).

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

(i) INTENTIONALLY OMITTED.

(j) To facilitate Yale's exercise of the portfolio purchase rights described in Paragraph 17(g), Chase agrees that, upon the occurrence or in

anticipation of the occurrence of a Portfolio Sale Event, the disclosure by Yale to one or more prospective portfolio purchasers of the terms of Paragraph 17(g) or the information contained in the Portfolio Reports delivered by Chase to Yale pursuant to Paragraph 7(b) shall not require consent of Chase or violate this Paragraph 11, provided that such purchasers or prospective purchasers agree to be bound by the provisions of this Paragraph 11. Following delivery by Yale of an Exercise Notice described in Paragraph 17(g)(ii), Chase shall provide to prospective buyer(s) or the Buyer (as defined in Paragraph 17(g)(iii)) all information reasonably requested or customarily provided in transactions of this nature regarding the Program Assets, which information shall be used by prospective buyer(s) or the Buyer solely for the purpose of proposing and/or negotiating a purchase price for the Program Assets. Yale acknowledges that, following delivery by Yale of an Exercise Notice, should prospective buyer(s) or the Buyer request disclosure of information other than as described above or information already in Yale's possession, then Chase may require prospective buyer(s) or the Buyer to sign a non-disclosure agreement approved, in form and substance, by Chase, which approval shall not unreasonably be withheld or delayed.

12. Representations, Warranties and Mutual Covenants.

(a) Chase. Chase represents and warrants as of the date hereof that: (i) it is a national banking association duly organized, validly existing and in good standing under the laws of the United States; (ii) the execution and delivery by Chase of this Agreement, and the performance by Chase of the transactions contemplated hereby, are within Chase's corporate powers, have been duly authorized by all necessary corporate action, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by any applicable payment network association), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the charter or by-laws of Chase or of any agreement, judgment, injunction, order, decree or other instrument binding upon Chase; and (iii) it is the owner of, and/or has the right to and is authorized to grant to Yale the right and license to use the Chase Marks and it is not currently aware of any claims, and is not currently involved in any litigation, challenging Chase's ownership of or rights to the Chase Marks.

(b) Yale. Yale represents and warrants as of the date hereof that: (i) it is duly organized, validly existing and in good standing under the laws

of the State of Connecticut (ii) the execution and delivery by Yale of this Agreement, and the performance by Yale of the transactions contemplated hereby, are within Yale'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 governing documents, charter or bylaw, or any agreement, judgment, injunction, order, decree or other instrument binding on Yale or, to the actual knowledge of Yale, any provision of applicable law or regulation; (iii) it is not currently aware of any claims, and is not currently involved in any litigation, challenging Yale's ownership of or rights to the Yale Marks; (iv) it has the right to provide the Lists as described herein; (v) it has the right to grant access to the Yale campus, including athletic facilities, as described in Schedule 3(a) of this Agreement.

(c) Mutual Representations and Covenants.

(i) As of the date hereof, each of the parties represents that it has not suffered any event that has or could reasonably be expected to have a material adverse change in, or material adverse effect upon, (including but not limited to) its business, operations, properties, assets, liabilities, reputation or condition (financial or otherwise) or a material impairment to the Program or of the party's ability to perform its obligations under this Agreement.

(ii) The parties agree to abide by all laws, rules and regulations applicable to that party's obligations under the Agreement. To the extent any violation is caused by actions based on the direction, advice or approval of the other party, the same shall not constitute a breach of this Agreement.

13. Release and Indemnification.

(a) Release. Yale shall not be responsible in any way for any act or omission of Chase, its affiliates, officers, directors, agents or employees in connection with (i) the entry into or performance of any obligation of Chase under this Agreement, (ii) the marketing, soliciting, offering or issuance of credit cards or charge cards or other products or services by Chase, or (iii) the administration of Accounts or the Rewards Program. Chase shall not be responsible in any way for any act or omission of Yale, its affiliates, officers, trustees, agents or employees in connection with the entry into or performance of any obligation of Yale under this Agreement.

(b) Indemnification by Yale. Yale shall indemnify, defend and hold Chase harmless from and against all claims, actions, suits or other proceedings brought by a third party, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements) ("Claims"), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Yale 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 Yale Marks as contemplated by this Agreement, (iii) e-mail Campaigns except where such claims arise out of (x) any action by Chase or (y) Yale's use of forms or material provided to Yale or approved by Chase, or (iv) any actual or alleged negligent act or omission or willful misconduct of Yale 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 Yale harmless from and against all Claims arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Chase contained in Paragraph 12 above, (ii) any actual or alleged act or omission of Chase in connection with or arising out of the marketing, offering, solicitation or issuance of Credit Card(s) or other products or services and/or the administration of Accounts or the Rewards Program by Chase, (iii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Yale of the Chase Marks as contemplated by this Agreement, or (iv) any actual or alleged negligent act or omission or willful misconduct of Chase or its directors, officers, employees, agents or assigns in connection with the collection, use, disclosure or retention of Confidential Information, including, without limitation, Nonpublic Personal Information, or (v) any actual or alleged negligent act or omission or willful misconduct of Chase or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement, including, without limitation, while marketing, offering, or soliciting Credit Card(s) or other products or services on the Yale campus.

14. Exclusivity.

~~(a) During the Term of this Agreement, Chase shall have the exclusive right to use the Lists and the Marks to offer Cards to Yale Members in the United States and Canada (to the extent Chase offers Cards in Canada), and~~

Yale 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, enter into any agreement with others for the provision of or, in any manner offer or endorse or encourage the use of a Card (other than the Credit Card), with or without Yale's Marks and/or any rewards programs associated with such Cards to Yale Members in the United and in Canada (to the extent Chase offers Card in Canada).

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

15. Other Business Opportunities. Chase and Yale shall work together to identify other mutually beneficial and mutually agreeable Business Opportunities (as defined below) in addition to the Program. "Business Opportunities" shall be applicable to Yale only, and shall include, to the extent Yale does not have a current arrangement, corporate and purchasing cards, and other payment card, retail banking products (including deposit and loan products), commercial and small business loans, investment accounts, and brokerage accounts, with or without Yale's Marks. For the avoidance of doubt, Business Opportunities shall not include loans for the purpose of education finance.

16. Term. Subject to the provisions of subparagraphs 17 (a)-(e) below, this Agreement shall be effective as of the Effective Date and shall continue for a term expiring on September 30, 2014 (the "Term"). Chase shall notify Yale not later than June 30, 2014 of pending expiration of the Term.

17. Default/Termination.

(a) Material Default. If there is a material default by either party in the performance of the terms and conditions of this Agreement or the Promotional Agreement, and such default shall continue for a period of thirty (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 effective on or after 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; (ii) shall take any action to authorize commencement of any such proceeding; or (iii) ceases to conduct its normal and customary business operations.

(c) Material Change in Law, Etc. In the event that any material change in any federal, state or local law, statute, operating rule or regulation, or any material change in any operating rule, regulation or policy of MasterCard International Inc. ("MasterCard"), Visa USA, Inc. ("Visa") or any other applicable payment network association or entity makes the continued performance of this Agreement under the then current terms and conditions commercially impractical or illegal, the parties will use good faith efforts to modify the Program and provisions of this Agreement to continue performance of this Agreement in a legal and commercially practical manner. If the parties are unable to reach agreement on acceptable modifications to this Agreement within sixty (60) days, either party then may terminate this Agreement upon sixty (60) days advance written notice, or sooner as may be required by applicable law. Such written notice shall include a detailed explanation and evidence of the commercial impracticality or illegality imposed as a result of such change and the terminating party's inability to continue with performance under this Agreement as currently structured. Such termination shall be without liability, penalty or damages to the terminating party. The parties agree that this provision is not exercisable by Chase under circumstances where the Program proves to be unprofitable merely as a consequence of adverse market factors or general economic conditions and not as a result of a material change in law as described above.

(d) Material Misrepresentation. In the event that any representation set forth in Paragraph 12 of this Agreement shall prove to be untrue in any material respect, either party shall have the right to immediately terminate this Agreement and all of its obligations contained herein by notice to

the party making the material misrepresentation. Such termination shall be without liability, penalty or damages to the terminating party.

(e) Changes to Rewards Program. If, following receipt of a Change in Benefits Notice under Paragraph 4(d)(ii) and review by the JMC of the proposed changes to the Rewards Program, Chase and Yale are unable to agree upon changes to the Rewards Program, subject to at least ninety (90) days prior notice, Yale may terminate this Agreement effective not sooner than next anniversary of the Effective Date following the most recent payment by Chase of an installment of the Guarantee pursuant to Paragraph 4 of Schedule 7(a), provided that a panel of arbitrators commissioned as described in Paragraph 24(b) concludes that the proposed changes to the Rewards Program identified in the Change in Benefits Notice, taken as a whole, can reasonably be expected to materially adversely affect the Cardmembers. Upon the effective date of termination of this Agreement pursuant to any such notice of termination under this subparagraph, Chase shall have no further obligation under Paragraph 4 of Schedule 7(a).

(f) Effect of Termination. Upon termination of this Agreement and in the event Yale does not exercise its rights in Paragraph 17(g):

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

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

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

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

(v) The licenses granted under Paragraphs 1(a) and 1(b) shall automatically terminate without the need for any additional action or documentation by the parties and outstanding Accounts and Credit Cards shall be addressed as provided in Paragraph 1(c);

(vi) Chase's obligation to pay Royalties shall cease immediately upon the termination of this Agreement by either party, provided that such Royalties shall be reconciled and paid to the date of termination.

(vii) Upon termination of this Agreement by Chase pursuant to paragraphs 17(a) or (b) above, Yale shall remit to Chase the unearned portion of any Guarantee within ten (10) days of the effective date of such termination.

(viii) Chase and Yale will cooperate to develop the text of a joint notice to Cardmembers regarding the termination of the Program within thirty (30) days prior to the effective date of expiration or termination of the Program. Additionally, the parties may elect to provide a separate and additional joint correspondence to Cardmembers, the cost of which shall be shared equally by the parties. Chase will be responsible for drafting the notice, and the content and format will be subject to Yale's prior written approval, which will not be unreasonably withheld. If the parties are unable to agree on the language and format of the notice within the thirty (30) day period, each party at its own cost may inform Cardmembers about the Program's termination without stating the reasons for termination.

(ix) The Promotional Agreement shall terminate, provided that any Promotional Fees (as defined in the Promotional Agreement) or Marketing Fees (as defined in the Promotional Agreement) shall be reconciled and paid to the date of termination.

(g) Portfolio Purchase.

(i) (A) If Chase elects to sell, license or otherwise transfer any interest in the Accounts (other than a transfer pursuant to a securitization in the ordinary course of Chase's business or an assignment pursuant to clause (i) of the second sentence of Paragraph 20), (B) Chase or Yale exercises its option to not renew this Agreement at the end of the then current Term or (C) Yale terminates the Agreement pursuant to Paragraph 17 and Yale is not in default under this Agreement, each such event (A) (B) and (C) shall be deemed a "Portfolio Sale Event". Upon the occurrence of a Portfolio Sale Event, Yale shall have the right

to purchase or designate a qualified credit card issuer to purchase all (but not less than all) of the Accounts and all associated Account balances, other than those charged-off pursuant to Chase's policies consistent with its historical practices, and Account information, documents, and files maintained by Chase in connection therewith (collectively, the "Program Assets"). The Program Assets shall be sold for a purchase price equal to the Fair Market Value, as determined in accordance with the terms and conditions set forth below or the purchase price otherwise agreed to by the parties.

(ii) Upon the occurrence of a Portfolio Sale Event, Yale may exercise its purchase rights to the Program Assets by providing written notice to Chase (the "Exercise Notice") as follows: (A) not later than sixty (60) days prior to the expiration of the Term of the Agreement; (B) not later than ninety (90) days after receipt by Yale of a written notice of Chase's intention to sell, license or otherwise transfer the Program Assets during the Term to an unaffiliated third party; and (C) not later than sixty (60) days after delivery of notice of termination of this Agreement, if this Agreement is terminated by Yale pursuant to Paragraph 17, unless the Agreement will terminate in less than sixty (60) days and then such notice shall be delivered together with the notice of default and termination. If Yale exercises its purchase right due to a material default by Chase, such exercise shall be void in the event of timely cure of such material default by Chase in accordance with the terms of Paragraph 17(a). If Yale does not deliver to Chase an Exercise Notice in accordance with this Paragraph 17(g)(ii) upon the occurrence of a specific Portfolio Sale Event, Yale's portfolio purchase right arising from the occurrence of such Portfolio Purchase Event shall be deemed to have expired and this Paragraph 17(g) shall have no further effect with respect to such Portfolio Sale Event; provided that a failure by Yale to exercise its portfolio purchase right as set forth herein upon the occurrence of one such Portfolio Sale Event shall not prohibit Yale from exercising its rights under this Paragraph 17(g) upon the occurrence of any subsequent Portfolio Sale Event.

(iii) Upon delivery to Chase by Yale of an Exercise Notice, Chase and Yale, or the new issuer selected by Yale ("New Issuer"), as the case may be (the "Buyer") shall meet in good faith during the period of forty-five (45) calendar days following delivery of the Exercise Notice, to reach agreement on the purchase price of the Program Assets ("Exclusive Negotiation Period"), which in no event, may be lower than the par value of the receivables purchased ("Minimum Purchase Price"). If, during the Exclusive Negotiation Period, Chase

and the Buyer are able to agree upon a purchase price, it shall constitute the Purchase Price for the Program Assets.

(iv) If Chase and the Buyer are unable to agree upon a purchase price during the Exclusive Negotiation Period, the "Purchase Price" shall be equal to the greater of the Minimum Purchase Price and the Fair Market Value of the Program Assets determined as detailed below. Such Fair Market Value shall be determined by three (3) independent appraisers selected as follows:

(1) No later than fifteen (15) calendar days following the end of the Exclusive Negotiation Period, Chase and the Buyer each shall select a single independent appraiser; and

(2) The two appraisers selected by the parties together shall select a third appraiser whom they determine, in good faith, is a recognized expert in valuing consumer credit card portfolios within the consumer credit card industry and whom has demonstrated experience in participating in the valuation of similar transactions related to the sale of consumer credit card portfolios.

Chase and the Buyer shall each bear the cost of retaining their own appraiser and one-half of the cost of retaining the third appraiser. Chase and the Buyer shall each be responsible for their own costs incurred or arising in connection with the purchase and sale of the Program Assets (including, without limitation, closing costs and reasonable attorneys' fees). Interim servicing costs following closing shall be borne by the Buyer.

(v) Each appraiser shall separately render its valuation determination no later than fifteen (15) calendar days following the retention of the third appraiser. The Fair Market Value ("Fair Market Value") of the Program Assets will be the average of the three appraisals; provided, however, that if the high or low appraisals shall deviate more than fifteen (15%) percent from the middle appraisal, such high or low appraisal(s) shall be disregarded and the Fair Market Value shall be either the average of the two remaining appraisals or, if both the high and low appraisal deviated by more than 15%, the amount of the middle appraisal.

(vi) Promptly following delivery of the Exercise Notice, Chase shall provide the Buyer and the independent appraisers a purchase and sale agreement containing reasonable and customary terms for accomplishing the sale of the Program Assets to the Buyer. Such purchase and sale agreement

shall establish a closing date that allows Chase sufficient time, consistent with industry practices, to remove the Accounts and the associated balances, if any, from any applicable loan or asset securitization trust in accordance with the terms and provisions of the documents governing such trust. Unless otherwise agreed to between Chase and the Buyer, the Buyer shall pay the Purchase Price in immediately available funds delivered on the closing of the purchase of the Program Assets. Chase shall use reasonable efforts to cooperate with the Buyer to accomplish the sale of the Program Assets (including without limitation, (i) providing the necessary records to accomplish a transfer of the Accounts between the Credit Card processors and (ii) entering into an interim servicing agreement with the Buyer that contains reasonable and customary interim servicing terms). The parties further agree that the parties shall use commercially reasonable efforts to consummate the sale of the Program Assets (not including the ultimate conversion of the Accounts from Chase's processor) within one hundred and fifty (150) calendar days following the Portfolio Sale Event.

18. Non-Competition. With respect to all Accounts established pursuant to this Agreement, in the event Yale does not exercise its rights under Paragraph 17(g), Yale agrees that neither Yale, its affiliates, nor any entity which Yale controls shall by itself or in conjunction with others, directly or indirectly, during the Term of this Agreement and for a period of one (1) year following the termination of this Agreement for any reason whatsoever, specifically target any offer of a credit card or charge card to Cardmembers. Provided however, Yale may, after termination of this Agreement, offer current Cardmembers the opportunity to participate in another credit card program endorsed by Yale, provided Yale does not make such offer only to such Cardmembers but rather as a part of a general solicitation to all Yale 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 Yale Members.

19. Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by telecopy; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to Chase, to:

CHASE BANK USA, N.A.
Three Christina Centre
201 North Walnut Street
Wilmington, DE 19801
Attention: President, Partnerships

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

If to Yale, to:

YALE UNIVERSITY
Woodbridge Hall
PO BOX 208230
New Haven, CT 06520-8230

Attention: Office of the Secretary

with a copy to:
Office of the General Counsel
PO BOX 208255
New Haven, CT 06520-8255
Attention: General Counsel

or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by telecopy or by overnight courier; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ten (10) or fewer business days, the notice shall be sent by hand delivery, overnight courier or telecopy.

20. Assignment. Neither party may assign its rights and/or obligations pursuant to the Agreement without the prior written consent of the other party to this Agreement. Provided, however, notwithstanding the foregoing, (i) Chase may assign this Agreement and any of Chase's rights and obligations, to its

affiliates, subsidiaries, or parent; and (ii) subject to Yale's portfolio purchase right as set forth in Paragraph 17(g), Chase may, upon delivery of sixty (60) days prior written notice to Yale, assign this Agreement to any other federally regulated financial institution with an asset base and experience and an excellent reputation with credit card affinity programs for educational institutions comparable to that of Chase upon the condition that the assignee shall assume, either expressly or by operation of law, all of Chase's obligations hereunder. In the event of an assignment of this Agreement by Chase pursuant to the preceding sentence each party agrees to consent to the assignment of the Promotional Agreement to such assignee upon the condition that such assignee shall assume, either expressly or by operation of law, all of Chase's obligations thereunder.

21. Entire Agreement/Amendment. This Agreement, including schedules and exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by all of the parties hereto.

22. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

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

24. Alternative Dispute Resolution. Yale and Chase hereby agree that all disputes shall be resolved pursuant to this Paragraph, except that equitable relief may be sought pursuant to the provisions of Paragraphs 1(d) and 11(e) from any court of competent jurisdiction.

(a) Informal Dispute Resolution. Any controversy or claim between Yale, 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 Yale 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 Corporate Secretary of Yale will meet with Chase's Executive Vice President, Relationship Management (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 delivery by one party of notice of the Dispute to the other party pursuant to Paragraph 24(a)(i) above;

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

(ii) Within fifteen (15) days after the commencement of such arbitration, each party shall select one person to act as arbitrator. The two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the AAA shall select the third arbitrator. The panel shall be knowledgeable in the commercial aspects of affinity credit card programs similar to the Program. The place of arbitration shall be New York, New York. 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 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) Any award rendered by the arbitrator or Arbitration Panel will be final, conclusive and binding upon the parties and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

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

(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO

THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

25. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER OR IN CONNECTION WITH PARAGRAPH 1 (LICENSE TO USE MARKS), PARAGRAPH 11 (CONFIDENTIALITY / SAFEGUARDING DATA), PARAGRAPH 13(B) (INDEMNIFICATION BY YALE) OR PARAGRAPH 13(C) (INDEMNIFICATION BY CHASE).

26. Force Majeure. Neither party shall be liable for non-performance hereunder to the extent such performance is prevented by fire, earthquake, tornado, flood, explosion, embargo, war, terrorism, riot, governmental regulation or act, act of God, act of public enemy, or by reason of any other cause beyond such party's reasonable control (each a "Force Majeure Event"). For clarity only and notwithstanding any other provision of this Paragraph 26, payment of the Guarantee and payment of Royalties shall not be subject to the provisions of, and shall not be excused by, this Paragraph 26. 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. Audits.

(a) Reciprocal Audit Privileges. From time to time during the Term of this Agreement and for one year after termination of this Agreement upon reasonable notice by the auditing party, the audited party will allow auditing party or a third party (provided such third party agrees to be bound by the Confidentiality provisions herein, or whose professional ethical obligations impose a duty on it with respect to Confidential Information comparable to the

aforesaid sections of this Agreement), selected by the auditing party and reasonably acceptable to audited party, to perform an audit, at times and in a manner which does not unreasonably disrupt the operations of the audited party nor cause the audited party to violate any confidentiality agreements with third parties and consistent with applicable law, to determine whether the audited party is in compliance with all of its obligations contained in this Agreement.

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

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

29. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to conflict of laws principles

30. Construction. Each party and their respective counsel all participated fully in the negotiation and preparation of this Agreement. Each party agrees that any rule of construction or similar principle that provides that an ambiguity in a document shall be interpreted against the drafter thereof shall not be employed in any dispute or litigation involving this Agreement or the transactions contemplated in this Agreement.

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

32. Sale of Accounts. In accordance with its then current policy(ies), Chase may, at any time and from time to time, without prior approval, sell any

Accounts wherein the Cardmember is deceased, has declared bankruptcy, or the Account is delinquent or has been charged-off.

33. Survival. The following paragraphs shall survive the termination of this Agreement: 1, 2(b), 3(d), 4(d) regarding Chase's obligations for post-termination rewards redemptions, 6(c), 7(a) 7(b), 9, 11, 13, 17, 18, 19, 22, 23, 24, 25, 27, 28, 29, 30, 33 and all other paragraph of this Agreement, which, by their terms, survive termination.

[SIGNATURE PAGE FOLLOWS]

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

YALE UNIVERSITY

By: Richard C. Levin

Name: Richard C. Levin

Title: President

Date: 12-28-07

CHASE BANK USA, N.A.

By: Heather Philip

Name: Heather Philip

Title: General Mgr

Date: 12-28-07

EXHIBIT A

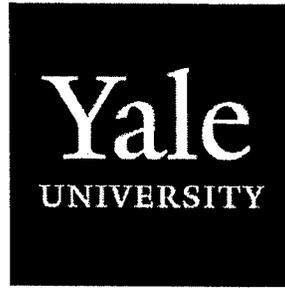
DEFINITIONS

Definition	Paragraph Reference
AAA	Paragraph 24(b)(i)
Accounts	Paragraph 6(a)
Account Royalty	Schedule 7(a), Paragraph 1(a)
Activated	Schedule 7(a), Paragraph 1(a)
Active	Schedule 7(a), Paragraph 1(b)
Agreement	Preamble
APR	Paragraph 4(d)
Best in Class	Paragraph 4(d)
Cardmember(s)	Paragraph 6(b)
Card	Paragraph 1(a)
Chase	Preamble
Chase Marks	Paragraph 1(b)
Claims	Paragraph 13(b)
Confidential Information	Paragraph 11(a)
Credit Card(s)	Recitals
Current Rewards Program	Paragraph 4(d)(ii)
Deduction	Schedule 7(a), Paragraph 4
Disclosing Party	Paragraph 11(a)
Dispute	Paragraph 24(a)
Disputing Party	Paragraph 24(b)(i)
Effective Date	Preamble
Enhancement Products	Paragraph 3(e)
Exclusive Negotiation Period	Paragraph 17(g)(iii)
Executives	Paragraph 24(a)(i)
Exercise Notice	Paragraph 17(g)
E-mail Campaigns	Paragraph 4(e)
Fair Market Value	Paragraph 17(g)(v)
Force Majeure Event	Paragraph 26
JMC	Paragraph 4(a)(iv)
Guarantee	Schedule 7(a), Paragraph 4
List(s)	Paragraph 2(a)
Mailable Names	Paragraph 2(a)

Marks	Paragraph 1(a)
Marketing Materials	Paragraph 3(c)
Marketing Plan	Paragraph 4(a)(iii)
MasterCard	Paragraph 17(c)
Net Retail Sales	Schedule 7(a), Paragraph 3
New Issuer	Paragraph 17(g)(iii)
Portfolio Sale Event	Paragraph 17(g)(i)
Portfolio Reports	Paragraph 7(b)
Premiums	Paragraph 3(c)
Privacy Regulation	Paragraph 11(b)
Program	Paragraph 1(a)
Program Assets	Paragraph 17(g)(i)
Promotional Agreement	Recitals
Receiving Party	Paragraph 11(a)
Renewal Royalty	Schedule 7(a), Paragraph 1(b)
Rewards Program	Paragraph 4(d)(ii)
Royalties	Paragraph 7(a)
Sales Royalty	Schedule 7(a), Paragraph 3
Term	Paragraph 16
Visa	Paragraph 17(c)
Website	Paragraph 4(b)(i)
Work Product	Paragraph 3(d)
Yale	Preamble
Yale Marks	Paragraph 1(a)
Yale Members	Recitals

SCHEDULE 1(a)

YALE MARKS



Yale

Yale University.

SCHEDULE 1(b)

CHASE MARKS

CHASE 

CHASE 

SCHEDULE 3(a)

PROMOTIONAL ACCESS AVAILABLE TO CHASE

A. MEDIA and ONSITE PROMOTIONS

- i. **Game Day Publications.** A full-page horizontal color (where available) advertisement in each game program publication, if any, during home football and men's hockey and basketball games. Chase shall supply the one page color camera-ready for publication and shall otherwise pay for the advertisement at then current rates.
- ii. **E-mail Campaigns.** Information regarding the Program and a link to an online application form hosted at chase.com shall be included in a maximum of six (6) regularly scheduled Yale broadcast e-mail communications per year to alumni and one broadcast email communication per year to Yale faculty and staff.
- iii. **Websites.** Yale shall provide for placement of banners and links on the Websites to the extent set forth in Paragraph 4(b)(i).
- iv. **On Campus Venue/Kiosks.** Chase shall have the right, at its expense, to brand, install, promote, operate and/or maintain on-site sales and promotional venue/kiosks (as further described below) for the purpose of promoting or marketing Credit Cards and Enhancement Products, on days of home games for the men's football, basketball and hockey teams ("Home Games") and other special events agreed to by the parties. The locations shall be prominent with respect to visibility and pedestrian traffic and shall be designated by Yale prior to each athletic season during which activities will be held; provided however, the parties hereto agree that:
 - a. **Football Home Games.** During each football season, at least four (4) venue/kiosks per home game within the Yale stadium grounds. Yale shall use diligent efforts to provide venue/kiosks locations for home playoff and bowl games, if any.

- b. **Men's Basketball Home Games.** During each basketball season, one (1) venue/kiosk per home game.
- c. **Hockey Home Games.** During each hockey season, one (1) venue/kiosk per home game on a space available basis.
- d. **Size and Utilization of Kiosks.** Such venue/kiosks locations are to be of a size of approximately 10'X10' for football games and will be smaller for basketball and hockey games based on space restrictions, are to be supported, merchandised and staffed by Chase or its designated representatives. Chase shall have the right to give away Premiums supplied by Chase featuring the Yale Marks (including, but not limited to t-shirts) to all persons who apply for a Credit Card. Such Premiums shall be subject to Yale's approval, which shall not be unreasonably withheld.
- v. **On Campus Marketing.** Yale shall use diligent efforts to obtain the requisite permission to provide Chase the right, at Chase's expense, to brand, install, promote, operate and/or maintain Credit Card take-one application displays and on-site sales and promotional venue/kiosks at various mutually agreed upon locations and at appropriate alumni events within or on the grounds of Yale for the purpose of selling, promoting, or marketing Credit Cards. The locations shall be prominent with respect to visibility and pedestrian traffic and shall be agreed upon by both parties prior to each semester during which activities will be held, which approval shall not be unreasonably withheld or delayed.
- vi. **Installation and Removal.** Venue/kiosks shall be installed by Chase not less than 2 hours prior to each particular event and shall be removed by Chase not more than 2 hours following the completion of each such event. Chase shall be responsible for all cost and expenses related to the installation, operation and removal of all venue/kiosks.

B. TICKETS, HOSPITALITY AND RELATED ITEMS

- i. **University Athletic Tickets.** Yale, upon request and subject to availability, agrees to provide Chase with athletic tickets from time to time for regular season Home Games for the following sports:

Football: two (2)
Men's Basketball: two (2)
Hockey: two (2)

Yale will also make reasonable efforts upon reasonable request by Chase to provide tickets for football bowl games, if any, and NCAA tournament games for the above sports, dependant upon allotment and availability.

- ii. **Parking.** Yale, upon request, will provide Chase with priority passes for parking areas in close proximity to the stadium/arena for the following sports and which will accompany the athletic tickets provided pursuant to Section (B)(i) above.

Football: one
Men's Basketball: one
Hockey: one

SCHEDULE 3(g)

CUSTOMER SERVICE STANDARDS

Chase's current service standards are set forth below. The service standards set forth below may be modified from time to time by Chase; provided that any such modifications are generally applicable to other top tier affinity programs and will not result in a default by Chase with respect to its customer service performance obligations under Section 3(g) of the Agreement.

Key Performance	Performance Requirement/Goal
Average Speed of calls answered	Customers: 80% in 20 seconds
Abandoned call rate (from a queue waiting for a live representative)	Abandoned calls after 20 seconds less than or equal to 3%
Application approval turnaround	80% decisioned or returned as incomplete within 10 business days
Card replacement turnaround time	95% within 7 business days
Cardholder/inquiry turnaround time (paper/email)	Paper: 80% resolved within 7 business days Email: 99% acknowledged in 1 business day, 95% responded to in 2 business days
Turnaround on initial card fulfillment	From approval of an application a new card will be issued within 7 business days of 95% of all new accounts
Dispute resolution	90% resolved in 30 business days
Payment processing for payments submitted through the mail or through the program website	95% of conforming payments processed and posted within 1 business day 99.75% of conforming payments processed and posted within 2 business days
Statement production	95% mail rate within 3 business days after billing cycle close date

SCHEDULE 4(A)(iii)

TERMS OF MARKETING PLAN

- I. Program Objectives (for both Parties)

- II. Year 1 Marketing Plan Outline
 - A. Quantitative Objectives
 - B. Target Audience(s)
 - C. Product
 - D. Communications (Program Advertising)
 - E. Acquisition
 - 1. Strategy
 - 2. New Account Totals By Partner
 - 3. Chase Channels (Direct Mail)
 - 4. Yale Channels (website, email)
 - F. Promotion
 - G. Activation & Usage (to include activation and usage programs, including creating and distributing offline materials)
 - H. Program Management Reporting and Calendar

- III. Marketing Plan Process
 - A. Responsibilities
 - B. Timeline

SCHEDULE 4(c)

Insurance Requirements

- A. COMMERCIAL GENERAL LIABILITY – Minimum - Standard 1986 ISO
(Insurances Services Office) Occurrence Form
- Bodily Injury/Property damage - \$2,000,000 CSL (Combined Single Limited) Each
Occurrence/Aggregate
- \$2,000,000 CSL Products/Competed Operations
Aggregate
- Personal and Advertising Injury \$1,000,000 per Occurrence
- B. COMPREHENSIVE AUTOMOBILE LIABILITY – Including Owned, Non-
Owned and Hired Vehicles
1. BODILY INJURY/PROPERTY DAMAGE - \$2,000,000 CSL per
Accident
- C. WORKER'S COMPENSATION –
1. Connecticut Statutory Coverage
2. Employer's Liability - \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease Each Employee
- D. UMBRELLA/EXCESS – (if appropriate) - \$5,000,000 limit of liability each
occurrence and aggregate
- E. PROFESSIONAL LIABILITY (if appropriate) - \$1,000,000 per claim
- F. Yale University must be shown as Additional Insured as respects liability (other
than Professional Liability):
- G. All insurance carriers must be rated A or better in the Best Guide.
- H. Thirty (30) days Notice of Cancellation on all policies is required.
- I. Please provide a brief description of the service you provide and anticipated dates
on campus.
- J. All Certificates should be sent to: (Or faxed to: 203-432-7520)

Yale University
P.O. Box 208231
New Haven, CT 06520-8231
Attn: Risk Manager

- K. Exclusion other than these found on the ISO Policy Form must be indicated.
- L. Certificate must be signed by Agent/Broker.

SCHEDULE 4(d)

CURRENT REWARDS PROGRAM

Flexible Rewards Select

Description	Points
\$25 Amazon.com® gift certificate	2,000
\$25 Gap giftcard	2,000
\$25 BLOCKBUSTER GiftCard®	2,000
\$25 Eddie Bauer(R) Gift Card	2,000
\$25 MetroMedia Restaurant Group® (Bennignans, Steak and Ale, Bonanza, Ponderosa) Gift Card	2,000
\$25 Old Navy giftcard	2,000
\$25 Starbucks Card	2,000
\$25 Macy's Gift Card	2,000
\$25 JCPenney Gift Card	2,000
\$25 Lowe's(R) Gift Card	2,000
\$25 The Home Depot(R) Gift Card	2,000
\$25 Borders® and Waldenbooks® Gift Card	2,000
\$25 Chili's Grill & Bar(R)/ Macaroni Grill(R)/ On The Border(R) Gift Card	2,000
\$25 ExxonMobil Cash Card	2,000
\$25 Sam Goody/Suncoast Gift Card	2,000
\$25 Darden Restaurants(R) Gift Card	2,000
\$25 Best Buy Gift Card	2,000
\$25 Pier 1 Gift Card	2,000
\$25 BP Gift Card	2,000
\$25 Shell Gift Card	2,000
\$25 Hertz Check Voucher	2,000
\$25 Target® GiftCard	2,000
\$25 T.G.I. Fridays® Gift Card	2,000
\$25 Toys "R" Us® Gift Card	2,000
\$25 Circuit City(R) Gift Card	2,000
\$25 Best Western Travel Card®	2,000
\$25 Bed Bath & Beyond® Gift Card	2,000
\$25 Lands' End(R) Gift Card	2,000
George Foreman CHAMP Grill with Bun Warmer	2,100
Spa Robe	2,100
Little Tikes Cars, Trains, and Planes Playcenter	2,100
Step2 Motorcycle Trainer	2,300
Kalencom 5-Pc Diaper Bag Set	2,300

Proctor-Silex Belgian Waffle Baker	2,400
High Sierra "Adventure Travel" Sport Duffle	2,500
IGLOO Collapsible Wheeled Soft Side Cooler	2,500
Farberware Millennium Walnut 18-Pc. Knife and Gadget Set	3,000
Presto Cool Touch Griddle	3,000
Hamilton Beach 12-Speed Blender In White	3,500
Fisher-Price Musical Mobile Panda Gym	3,500
Krups Allegro Espresso Maker	3,500
Hamilton Beach Blender/Food Processor	3,800
\$50 Amazon.com® gift certificate	4,000
\$50 Gap giftcard	4,000
\$50 Eddie Bauer(R) Gift Card	4,000
\$50 MetroMedia Restaurant Group® (Bennigans, Steak and Ale, Bonanza, Ponderosa) Gift Card	4,000
\$50 Old Navy giftcard	4,000
Sony Connect Music Download CD (50 songs)	4,000
\$50 JCPenney Gift Card	4,000
\$50 Macy's Gift Card	4,000
\$50 The Home Depot(R) Gift Card	4,000
\$50 Best Buy Gift Card	4,000
\$50 Avis® Rental Certificate	4,000
Busch Gardens-Tampa 1-Day Adult Parkpass	4,000
Busch Gardens-Tampa 1-Day Child Parkpass	4,000
\$50 Lowe's(R) Gift Card	4,000
Adult Parkpass Universal Studios Hollywood	4,000
Child Parkpass Universal Studios Hollywood	4,000
Sea World-Orlando 1-Day Adult Parkpass	4,000
Sea World-Orlando 1-Day Child Parkpass	4,000
Sea World-San Diego 1-Day Adult Parkpass	4,000
Sea World-San Diego 1-Day Child Parkpass	4,000
\$50 Hertz Check Voucher	4,000
\$50 Marriott(R) Cheque	4,000
\$50 Office Depot® Gift Card	4,000
\$50 Target® GiftCard	4,000
\$50 Hyatt Check Certificate	4,000
\$50 Lands' End(R) Gift Card	4,000
Cuisinart Automatic Frozen Yogurt & Ice Cream Maker	4,100
Braun Thermoscan Deluxe Ear Thermometer	4,100
Bushnell 10 X 25 Voyager Binocular	4,500
Rival 6-Qt. Oval Slow Cooker	4,500
\$50 Chase Mortgage Bucks Check	5,000
Samsonite Leather Notebook Case	5,000
George Foreman Indoor/Outdoor Grill	5,500

T-FAL Initiatives 9-Pc. Cookware Set	5,500
Krups Programmable 12 Cup Coffeemaker	5,500
Allied 235-Pc. Mechanic's Tool Set	6,000
Samsonite® X-ion Spinner Tote	6,000
United Mileage Plus Points Transfer Certificate 5,000 Miles	6,000
Continental Airlines OnePass Miles Transfer - 5,000 Miles	6,000
British Airways Points Transfer - 5,000 Miles	6,000
Cuisinart SmartPower Duet Blender/Food Processor	6,300
Wyndham 1N Silver Value Certificate	6,500
Sony PSYC MP3/ATRAC CD Walkman	6,600
Coach® Signature Demi Pouch	7,400
Sony CD/MP3/ATRAC3plus Walkman	7,400
George Foreman Double Champ Grill	7,400
Cuisinart Chef's Classic 7-Pc. Stainless Steel Cookware Set	7,400
Shop-Vac 5-Gal. Hang Up Wet/Dry Vac	7,400
Apple iPod 1GB Shuffle	7,400
SKIL Plunge Base Router	8,000
\$100 Orvis(R) Gift Card	8,000
\$100 The Home Depot(R) Gift Card	8,000
\$100 Best Buy Gift Card	8,000
\$100 British Airways Gift Certificate	8,000
\$100 Pottery Barn(R) Gift Certificate	8,000
\$100 Hertz Check Voucher	8,000
\$100 Toys "R" Us® Gift Card	8,000
\$100 Ritz-Carlton Currency	8,000
\$100 Hyatt Check Certificate	8,000
\$100 Marriott(R) Cheque	8,000
\$100 SpaFinder&Reg Gift Certificate	8,000
\$100 Circuit City(R) Gift Card	8,000
Toshiba 13" Color Television	9,000
Calphalon Simply Calphalon Nonstick 8-Pc. Cookware Set	9,000
\$100 Chase Mortgage Bucks Check	10,000
Continental \$100 Off	10,000
Flexible Rewards Select \$100 Cash Check	10,000
United Mileage Plus Points Transfer Certificate 10,000 Miles	12,000
Continental Airlines OnePass Miles Transfer - 10,000 Miles	12,000
Montblanc Meisterstuck Classique Rollerball w/Platinum Accents	13,000
Toshiba 14" FST PURE Flat Screen Stereo Television	13,000
Brother 5-in-1 Color Multi-function Center	13,000
Sony DVD/VCR Combination	14,500
KitchenAid 12-Cup Food Processor	14,500
\$150 Chase Mortgage Bucks Check	15,000

<u>Continental 1 RT Coach Companion</u>	15,000
<u>\$200 Carnival Cruise Gift Certificate</u>	16,000
<u>\$200 Royal Caribbean Cruise Gift Certificate</u>	16,000
<u>Samsonite Biscayne Bay-II 5 Pc. Luggage Set</u>	18,000
<u>DeWalt Heavy-Duty XRP 14.4v 1/2" Adjustable Clutch Cordless Drill/Driver Kit</u>	19,000
<u>KitchenAid® Artisan Stand Mixer</u>	20,000
<u>\$250 British Airways Gift Certificate</u>	20,000
<u>Bose VCS-30 Series II Center/Surround Speaker System</u>	21,000
<u>Continental 1 RT Ticket/48 St/Canada</u>	22,000
<u>Ritz-Carlton Royal Prestige Suite Travel Award</u>	25,000
<u>iPod Video 30GB Multimedia Player</u>	27,000
<u>Continental Caribbean from US</u>	30,000
<u>United Mileage Plus Points Transfer Certificate 25,000 Miles</u>	30,000
<u>Bose Wave® Radio with CD</u>	35,000
<u>Continental Mexico</u>	35,000
<u>Continental Central America</u>	35,000
<u>Continental Hawaii</u>	40,000
<u>Sony MiniDV Handycam Camcorder</u>	42,000
<u>Sony DVD Dream System</u>	44,000
<u>Continental Europe</u>	45,000
<u>Continental South America</u>	45,000
<u>Continental Asia/Micronesia</u>	55,000
<u>Bose® Acoustimass® 10 Series II Speaker System</u>	58,000
<u>British Airways Points Transfer - 50,000 Miles</u>	60,000
<u>Bose 3-2-1 GS Series II Home Theater System</u>	80,000

Flexible Rewards

Description	Points
<u>\$5 Barnes & Noble Gift Card</u>	1,000
<u>\$5 Bath & Body Works® Gift Card</u>	1,000
<u>\$5 BLOCKBUSTER GiftCard®</u>	1,000
<u>\$5 Borders® and Waldenbooks® Gift Card</u>	1,000
<u>\$5 Mrs. Field's Gift Certificate</u>	1,000
<u>\$5 The Panera Card® from Panera Bread®</u>	1,000
<u>\$5 PetSmart Gift Card</u>	1,000
<u>\$5 Starbucks Card</u>	1,000
<u>\$5 Sephora® Gift Card</u>	1,000
<u>\$5 Staples® Gift Card</u>	1,000
<u>\$5 Target® GiftCard</u>	1,000
<u>\$5 T.G.I. Friday's® Gift Card</u>	1,000
<u>\$10 American Eagle Gift Card</u>	1,500
<u>\$10 Barnes & Noble Gift Card</u>	1,500
<u>\$10 Bath & Body Works® Gift Card</u>	1,500
<u>\$10 BLOCKBUSTER GiftCard®</u>	1,500
<u>\$10 BP Gift Card</u>	1,500
<u>\$10 Borders® and Waldenbooks® Gift Card</u>	1,500
<u>\$10 Chili's Grill & Bar, Romano's Macaroni Grill, On The Border, Maggiano's Gift Card</u>	1,500
<u>\$10 Darden Restaurants® (Red Lobster, Olive Garden, Bahama Breeze, Smokey Bones) Gift Card</u>	1,500
<u>\$10 ExxonMobil Cash Card</u>	1,500
<u>\$10 Foot Locker GiftCard</u>	1,500
<u>\$10 Linens 'n Things Gift Card</u>	1,500
<u>\$10 Metromedia Restaurant Group Gift Card (Bennigan's, Bonanza, Ponderosa, Steak and Ale)</u>	1,500
<u>\$10 Old Navy giftcard</u>	1,500
<u>\$10 Office Depot® Gift Card</u>	1,500
<u>\$10 Outback Steakhouse® Gift Card</u>	1,500
<u>\$10 The Panera Card® from Panera Bread®</u>	1,500
<u>\$10 PetSmart Gift Card</u>	1,500
<u>\$10 Regal Entertainment Gift Card</u>	1,500
<u>\$10 Sephora® Gift Card</u>	1,500
<u>\$10 Shell Gift Card</u>	1,500
<u>\$10 Sports Authority® Gift Card</u>	1,500
<u>\$10 Starbucks Card</u>	1,500
<u>\$10 Staples® Gift Card</u>	1,500
<u>\$10 Target® GiftCard</u>	1,500
<u>\$10 T.G.I. Friday's® Gift Card</u>	1,500
<u>\$10 TJ Maxx®/Marshalls®/HomeGoods® Gift Certificate</u>	1,500
<u>\$10 Toys "R" Us® Gift Card</u>	1,500

Golden Pacific Amenity Kit	2,500
Bath & Body Works Pleasure Gift Set	2,500
Dual-Time Travel Alarm Clock from Sharper Image	2,500
\$25 Toys "R" Us® Gift Card	2,550
KitchenAid Food Chopper	2,750
\$25 American Eagle Gift Card	3,000
\$25 AOL Gift Certificate	3,000
\$25 Barnes & Noble Gift Card	3,000
\$25 Bath & Body Works® Gift Card	3,000
8x 21 Clear Blue Binocular from Sharper Image	3,000
\$25 Sharper Image® Gift Certificate	3,000
\$25 Avis® Rental Certificate	3,000
\$25 Amazon.com® gift certificate	3,000
\$25 Gap giftcard	3,000
\$25 BLOCKBUSTER GiftCard®	3,000
\$25 Eddie Bauer® Gift Card	3,000
\$25 Metromedia Restaurant Group Gift Card (Bennigan's, Bonanza, Ponderosa, Steak and Ale)	3,000
\$25 Old Navy giftcard	3,000
\$25 Starbucks Card	3,000
\$25 Borders® and Waldenbooks® Gift Card	3,000
\$25 Chili's Grill & Bar, Romano's Macaroni Grill, On The Border, Maggiano's Gift Card	3,000
\$25 ExxonMobil Cash Card	3,000
\$25 Sam Goody/Suncoast Gift Card	3,000
\$25 Darden Restaurants® (Red Lobster, Olive Garden, Bahama Breeze, Smokey Bones) Gift Card	3,000
\$25 Best Buy Gift Card	3,000
\$25 Pier 1 Gift Card	3,000
\$25 Shell Gift Card	3,000
\$25 Hertz Check Voucher	3,000
\$25 Target® GiftCard	3,000
\$25 T.G.I. Friday's® Gift Card	3,000
\$25 Circuit City® Gift Card	3,000
\$25 Best Western Travel Card®	3,000
\$25 Bed Bath & Beyond® Gift Card	3,000
\$25 Dean & DeLuca Gift Card	3,000
Farberware Tall Chrome Can Opener	3,000
Winchester Multi-Tool	3,000
\$25 BP Gift Card	3,000
\$25 Macy's Gift Card	3,000
\$25 JCPenney Gift Card	3,000
\$25 Lowe's® Gift Card	3,000
\$25 The Home Depot® Gift Card	3,000
\$25 Lands' End® Gift Card	3,000

\$25 Foot Locker GiftCard	3,000
\$25 Linens 'n Things Gift Card	3,000
\$25 L.L. Bean Gift Card	3,000
\$25 Office Depot® Gift Card	3,000
\$25 Outback Steakhouse® Gift Card	3,000
\$25 The Panera Card® from Panera Bread®	3,000
\$25 PetSmart Gift Card	3,000
\$25 Pottery Barn® Gift Certificate	3,000
\$25 Restoration Hardware Gift Certificate	3,000
\$25 Sephora® Gift Card	3,000
\$25 SpaFinder® Gift Certificate	3,000
\$25 Sports Authority® Gift Card	3,000
The FM Pedometer from Sharper Image	3,000
\$25 Staples® Gift Card	3,000
\$25 Talbots Gift Card	3,000
\$25 TJ Maxx®/Marshalls®/HomeGoods® Gift Certificate	3,000
Golf Ball Sweet Spot Finder from Sharper Image	3,000
Flexible Rewards \$25 Cash Check	3,500
Custom Accessories Deluxe Emergency Repair Kit	3,500
Step2 Motorcycle Trainer Children's Toy	3,500
Comply™ Noise-Reduction Earbuds from Sharper Image	4,000
High Sierra "Adventure Travel" Sport Duffle	4,000
George Foreman CHAMP Grill with Bun Warmer	4,000
Bean Vac™ Coffee Canister from Sharper Image	4,000
Sisco The Protector Paper Shredder	4,000
Self-Powered Dynamo Flashlight with Emergency Cell-Phone Power & Screwdriver	4,000
Weather-resistant Grill Fork/Thermometer with Rapid-Read Tip from Sharper Image	4,000
Deluxe Metal Corkscrew Gift Set with Vacuum Pump, Seal & Stopper from Sharper Image	4,000
\$50 Borders® and Waldenbooks® Gift Card	4,250
Jump-Start DC Power Plus from Sharper Image	4,500
Hamilton Beach Wave Power 12 Speed Blender	4,500
Casio Label Printer	4,500
Little Tikes® Cars, Trains, and Planes Playcenter	4,750
\$50 American Eagle Gift Card	5,000
\$50 Bath & Body Works® Gift Card	5,000
\$50 BP Gift Card	5,000
\$50 Chase Mortgage Bucks Check	5,000
\$50 Sharper Image® Gift Certificate	5,000
\$50 Amazon.com® gift certificate	5,000
\$50 Gap giftcard	5,000
\$50 Eddie Bauer® Gift Card	5,000
\$50 Metromedia Restaurant Group Gift Card (Bennigan's, Bonanza, Ponderosa, Steak and Ale)	5,000

<u>\$50 Old Navy giftcard</u>	5,000
<u>50-Sony Connect TM Music Store Download Code</u>	5,000
<u>Proctor-Silex Belgian Waffle Baker</u>	5,000
<u>\$50 Dean & DeLuca Gift Card</u>	5,000
<u>\$50 Toys "R" Us® Gift Card</u>	5,000
<u>\$50 BLOCKBUSTER GiftCard®</u>	5,000
<u>\$50 ExxonMobil Cash Card</u>	5,000
<u>Altus Athletic Walking Kit</u>	5,000
<u>\$50 JCPenney Gift Card</u>	5,000
<u>\$50 Macy's Gift Card</u>	5,000
<u>\$50 Darden Restaurants® (Red Lobster, Olive Garden, Bahama Breeze, Smokey Bones) Gift Card</u>	5,000
<u>\$50 Chili's Grill & Bar, Romano's Macaroni Grill, On The Border, Maggiano's Gift Card</u>	5,000
<u>\$50 The Home Depot® Gift Card</u>	5,000
<u>\$50 Best Buy Gift Card</u>	5,000
<u>\$50 Avis® Rental Certificate</u>	5,000
<u>\$50 Pier 1 Gift Card</u>	5,000
<u>\$50 L.L. Bean Gift Certificate</u>	5,000
<u>\$50 Lowe's® Gift Card</u>	5,000
<u>\$50 Shell Gift Card</u>	5,000
<u>\$50 SpaFinder&Reg Gift Certificate</u>	5,000
<u>Universal Studios, CA – Adult</u>	5,000
<u>Universal Studios, CA – Child</u>	5,000
<u>\$50 T.G.I. Fridays® Gift Card</u>	5,000
<u>\$50 Hertz Check Voucher</u>	5,000
<u>\$50 Marriott® Cheque</u>	5,000
<u>\$50 Office Depot® Gift Card</u>	5,000
<u>\$50 Target® GiftCard</u>	5,000
<u>\$50 Barnes & Noble Gift Card</u>	5,000
<u>\$50 Hyatt Check Certificates</u>	5,000
<u>\$50 Circuit City® Gift Card</u>	5,000
<u>\$50 Best Western Travel Card®</u>	5,000
<u>\$50 Bed Bath & Beyond® Gift Card</u>	5,000
<u>\$50 Pottery Barn® Gift Certificate</u>	5,000
<u>\$50 Starbucks Card</u>	5,000
<u>\$50 Lands' End® Gift Card</u>	5,000
<u>\$50 Foot Locker GiftCard</u>	5,000
<u>\$50 Linens 'n Things Gift Card</u>	5,000
<u>\$50 Outback Steakhouse® Gift Card</u>	5,000
<u>\$50 The Panera Card® from Panera Bread®</u>	5,000
<u>\$50 PetSmart Gift Card</u>	5,000
<u>\$50 Restoration Hardware Gift Certificate</u>	5,000
<u>\$50 Sephora® Gift Card</u>	5,000

\$50 Sports Authority® Gift Card	5,000
\$50 Staples® Gift Card	5,000
\$50 Talbots Gift Card	5,000
\$50 TJ Maxx®/Marshalls®/HomeGoods® Gift Certificate	5,000
Igloo Soft Side Collapsible Wheeled Cooler	5,250
SKIL Cordless Palm Size Screwdriver	5,700
Farberware Millenium Walnut 18-Pc. Knife and Gadget Set	5,750
Presto® Cool Touch Griddle	5,750
Flexible Rewards \$50 Cash Check	6,000
United Mileage Plus Points Transfer Certificate 5,000 Miles	6,000
Continental Airlines OnePass Miles Transfer - 5,000 Miles	6,000
Tumi Money Clip Card Case	6,000
Dooney & Bourke Doodle Flap Wristlet	6,000
Busch Gardens 1 day Adult Pass	6,000
Busch Gardens 1 day Child Pass	6,000
British Airways Points Transfer - 5,000 Miles	6,000
Sea World Orlando – Adult	6,000
Sea World Orlando – Child	6,000
Sea World San Diego – Adult	6,000
Sea World San Diego – Child	6,000
Priority Club® Rewards Points Transfer - 5,000 Points	6,000
Kone Hand Vac	6,500
Travelers' Noise-Cancellation Headphones 2.0 from Sharper Image	6,500
Krups Allegro Espresso Maker	7,000
Fossil Two-Tone Bracelet Watch	7,000
Fisher-Price Musical Mobile Panda Gym	7,250
Braun® Thermoscan Deluxe Ear Thermometer	7,500
Cuisinart® Automatic Frozen Yogurt & Ice Cream Maker	7,750
Hamilton Beach Blender/Food Processor	7,750
Edge DiskGo! USB Flashdrive Ballpoint Pen	8,250
K'NEX Vengeance Roller Coaster	8,500
Honora Multi Color Stretch Pearl Bracelet	8,500
Honora Multi Color Pearl Necklace	8,500
Wyndham Hotels & Resorts® Silver Value	8,500
Rival 6-Qt. Oval Slow Cooker	9,000
SKIL 7 1/4" Circular Saw	9,000
Extreme Makeover Home Edition Dollhouse	9,000
Black & Decker Bulls Eye Laser & Level & Stud Finder	9,250
Flexible Rewards \$100 Cash Check	10,000
\$100 Chase Mortgage Bucks Check	10,000
\$100 Sharper Image® Gift Certificate	10,000
Samsonite® Leather Notebook Case	10,000

Allied 235-Pc. Mechanic's Tool Set	10,000
Continental Certificate for \$100 Off the Purchase of Any Ticket of \$299 or More	10,000
\$100 Orvis® Gift Card	10,000
\$100 The Home Depot® Gift Card	10,000
\$100 Best Buy Gift Card	10,000
\$100 British Airways Certificate	10,000
\$100 Pottery Barn(R) Gift Certificate	10,000
\$100 Hertz Check Voucher	10,000
\$100 Toys "R" Us® Gift Card	10,000
\$100 Morton's Steakhouse Gift Card	10,000
\$100 Hyatt Check Certificates	10,000
\$100 Marriott® Cheque	10,000
\$100 Circuit City® Gift Card	10,000
Krups 12-Cup Programmable Coffeemaker	10,500
T-FAL® Initiatives 9-Pc. Cookware Set	10,750
George Foreman™ Indoor/Outdoor Grill	11,000
Wusthof Trident 8-Pc. Cutlery Set	11,000
Logitech Cordless Keyboard & Mouse Combination	11,000
Fisher-Price Star Station	11,000
Victorinox SWISSMEMORY Flight	11,500
Apple iPod 1GB Shuffle	11,500
SKIL Plunge Base Router	12,000
United Mileage Plus Points Transfer Certificate 10,000 Miles	12,000
Continental Airlines OnePass Miles Transfer - 10,000 Miles	12,000
Priority Club® Rewards Points Transfer - 10,000 Points	12,000
Fisher Studio Standard® Stereo Radio/Alarm Clock with iPod® Docking Station from Sharper Image	12,000
Cuisinart® Smart Power Duet Blender/Food Processor	12,250
Samsonite® X-ion Spinner Tote	12,500
Black & Decker ProjectMate 3-in-1 Decorating Tool	13,000
Cuisinart Chef's Classic 7-Pc. Stainless Steel Cookware Set	13,250
Shop-Vac® 5-Gal. Hangup® Wet/Dry Vac	13,500
Hamilton Beach BrewStation Deluxe Programmable Coffeemaker	13,500
George Foreman Double Champ Grill	14,250
\$150 Chase Mortgage Bucks Check	15,000
Continental Certificate for Round-Trip Coach Companion Travel within the 48 Contiguous U.S.	15,000
Black & Decker Edge Hog 2-in-1 Landscape Edger	15,250
Calphalon® Nonstick 8-Pc. Cookware Set	16,250
Toshiba® 13" Color Television	16,500
Self-Inflating Full Bed by Aero	16,500
Big Screen Clock Radio Sound Soother	17,000
Brother 5-in-1 Color Multi-function Center	17,250
Cuisinart Private Reserve 6-Bottle Wine Cellar	17,500

Sony DVD/VCR Combination	18,250
Sonicare IntelliClean 8500 System	18,500
\$200 Carnival Cruise Lines Gift Certificate	18,500
\$200 Royal Caribbean® International Gift Certificate	18,500
Jabra Bluetooth Wireless Cellular Headset	18,750
Fuji Digital Camera	19,000
Milwaukee Tools Sawzall with 10-amp Motor	20,000
Mintek 8.5" Portable DVD Player	20,750
Continental Certificate for Round-trip Coach Airline Ticket to the Contiguous 48 States and Canada	22,000
Hoover FloorMate SpinScrub 500	22,250
Toshiba 14" FST PURE Flat CRT Screen Stereo Television	22,750
Dooney & Bourke Signature Anniversary North/South Bucket Bag	23,500
Bissell Revolution Lift Off Bagless Upright With Canister Vac	24,000
Apple iPod 4GB Nano	24,500
\$250 British Airways Certificate	25,000
Cuisinart Custom 14 Stainless Steel Food Processor	25,750
MemoryVue 8-Inch Digital Photo Frame with Remote Control from Sharper Image	26,000
Capresso EspressoPRO Pump Espresso/ Cappuccino Machine	27,500
Samsonite Biscayne Bay-II 5-Pc. Luggage Set	28,250
SKIL 10" Table Saw with Stand	29,250
DeWalt Heavy-Duty XRP 14.4v 1/2" Adjustable Clutch Cordless Drill/Driver Kit	30,000
Continental Certificate for Round-Trip Coach Airline Ticket to the Caribbean from 48 States	30,000
United Mileage Plus Points Transfer Certificate 25,000 Miles	30,000
Roomba Discovery Robotic Floor Vac from Sharper Image	30,000
David Yurman Sterling Silver and 18K Gold Bracelet	30,500
Apple iPod 8GB Nano	30,500
Bose SoundDock Digital Music System	31,750
Bose® VCS-30 Series II Center/Surround Speaker Set	32,500
KitchenAid® Artisan Stand Mixer	34,000
Continental Certificate for Round-Trip Coach Airline Ticket to Mexico from 48 States	35,000
Continental Certificate for Round-Trip Coach Airline Ticket to Central America from 48 States	35,000
Sony Hi8 Handycam Camcorder	35,000
Canon Compact Photo Printer	36,250
Casio EXILIM Digital Camera	36,250
Continental Certificate for Round-Trip Coach Airline Ticket to Hawaii from 48 States	40,000
iPod Video 30GB Multimedia Player	45,000
Continental Certificate for Round-Trip Coach Airline Ticket to Europe from 48 States	45,000
Continental Certificate for Round-Trip Coach Airline Ticket to South America from 48 States	45,000
TiVo Dual Tuner Personal Video Recorder	46,000
Continental Certificate for Round-Trip Coach Airline Ticket to Asia / Micronesia from 48 States	55,000
Sony DVD Dream System	55,250
Bose Wave® Radio with CD	56,250

Sony MiniDV Handycam Camcorder	56,500
HP iPAQ Pocket PC	59,750
British Airways Points Transfer - 50,000 Miles	60,000
XM2go Satellite Portable/Car Radio/MP3 System	62,250
Weber Genesis® Silver A Series Gas Grill w/Cover	65,000
Magellan RoadMate Portable GPS	76,750
Xbox 360 Deluxe Package	82,250
Olympus EVOLT E-500 Digital SLR Camera	107,750
Bose 3-2-1 GS Series II Home Theater System	127,000
Bose Acoustic Wave System III	145,000

Schedule 4(e)

[Optional – for use only for email campaigns]

E-Mail Campaigns

Schedule to the Bankcard Joint Marketing Agreement

Dated contractors 200

by and between

Chase Bank USA, N.A.

and

Yale University ("Yale")

This Schedule is dated this day of , 200 .

Campaign Description. The e-mail Campaign shall require Yale to email to approximately Yale Members who have agreed to receive email from Yale a marketing letter with a link to Chase's website where the Credit Card application and disclosures are available for the Yale 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, Yale shall provide Chase with the following information regarding the e-mail Campaign: number of emails sent

Payment.

Yale shall be compensated for each new activated account in accordance with the terms of Schedule 7(a) of the Agreement.

Performance Standards.

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.

YALE UNIVERSITY

By: _____
Name:
Title:
Date:

CHASE BANK USA, N.A.

By: _____
Name:
Title:
Date:

SCHEDULE 7(a)

ROYALTIES and GUARANTEE

Chase agrees to pay to Yale the following Royalties and Guarantee in conjunction with the Program that is the subject of this Agreement. The Royalties below shall apply, where applicable, to the Accounts in the existing Yale Program and Accounts acquired after the Effective Date.

1. Account/Renewal Royalty.

(a) \$3.00 for each new Yale Credit Card Account originated and 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. The Account Royalty shall not be due for any Yale Credit Card Account for which a Marketing Fee has been paid pursuant to the Promotional Agreement.

(b) \$6.00 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. Intentionally Deleted.

3. Sales Royalty. Five tenths of one percent (0.50%) of the Net Retail Sales for each Account originated pursuant to this Agreement (the "Sales Royalty"). Provided however, in the event an annual fee is associated with an Account, the Sales Royalty for such Account(s) shall be eight tenths of one percent (0.80%) of Net Retail Sales. For purposes hereof, "Net Retail Sales" means the aggregate amount of individual purchases posted to Accounts less the aggregate amount of all refunds to Accounts, such as credits for returned merchandise or disputed billing items. Net Retail Sales shall not include (i) those amounts representing annual fees, finance charges and other bank fees or charges posted to Accounts (such fees to include, but not be limited to, late fees, return check fees, overlimit fees, credit insurance premiums, cash advance fees,

collection costs and administrative fees) or (ii) balance transfers, convenience checks, cash advances and transactions fees related to the foregoing transactions.

4. Guarantee. During the Initial Term, Chase shall pay to Yale a payment in the sum of \$7,980,000.00 (the "Guarantee"), which shall be offset against all amounts earned by Yale pursuant to Paragraphs 1 and 3 above. The Guarantee shall be paid to Yale in seven (7) installments: (i) \$1,140,000 upon execution of this Agreement and (ii) \$1,140,000 on each of the next six (6) anniversaries of the Effective Date of this Agreement. If at any time during the Term of this Agreement Yale fails to deliver a List to Chase pursuant to Paragraph 2(a), Chase shall deduct from the Guarantee payment \$10,000 per incident (the "Deduction") and the next Guarantee installment shall be reduced by an amount equal to the Deduction; provided that there shall be no Deduction during any calendar year so long as Yale delivers at least four (4) Lists during such calendar year as requested by Chase in accordance with Paragraph 2(a). At such time during the Term as actual earnings by Yale exceed the Guarantee, Chase shall pay Yale as described in paragraph 7 of this Agreement. In the event that the parties agree to amend this Agreement to permit Chase to offer other retail banking products then the Guarantee shall increase by an amount not less than \$50,000 per year, pro rated for any partial year.

SCHEDULE 11(b)(iii)

Chase and Yale acknowledge and agree that unless specifically instructed by Yale in writing to the contrary, Chase will not disclose to Yale any Nonpublic Personal Information of any Yale Member collected by Chase.

Partner Information Security Standards

Objective	Requirements
<p>1. Protect and ensure secure treatment of Non-public Personal Information</p>	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Adhere to a written and comprehensive security policy and management framework for handling Non-public Personal Information that addresses information security, including procedures for information processing, information storage, media handling, computer operations, change control, virus detection, incident response, and disaster recovery. 2) Only disclose Non-public Personal Information to third parties with Chase's written consent and return or certify the destruction of all Non-public Personal Information when it is no longer needed to provide goods or services to Chase. 3) Cause all information systems containing Non-public Personal Information to display logon banners that alert any user, whether authorized or not, of the presence of Non-public Personal Information. 4) Label all media that contains Non-public Personal Information with a generic name that does not allow a reader to infer Non-public Personal Information is contained on that media. 5) Use an approved encryption method (e.g., 128-bit encryption) using American National Standards Institute (ANSI) standards, at a minimum, for transmitting the following Chase customer information; name, street address, social security number, date of birth, credit card number. 6) Update security patches and operating systems to optimize processing or storing Non-public Personal Information.
<p>2. Control access to Non-public Personal Information</p>	<p>Partner will:</p> <ul style="list-style-type: none"> - Permit access to Non-public Personal Information only by personnel who have a "need to know" under the terms of the Agreement and limit remote access to those personnel in accordance with a written two factor authentication policy. - Ensure that user access devices displaying Non-public Personal Information will display a blank screen or screen saver after 15 minutes of inactivity and require a password to re-display Non-public Personal Information. - Uniquely identify each user with access to Non-public Personal Information and ensure that no person's identification or authentication information is used to originate simultaneous processes from multiple physical locations. - Disable and purge from the system any user identification capable of accessing Non-public Personal Information that has been inactive for 90 days. - Enforce a mutually agreed upon password policy with respect to systems containing any Non-public Personal Information that contains the following minimum standards: <ul style="list-style-type: none"> o Users must have unique password, which are not the same as the user ID, and must not disclose or share passwords.

	<ul style="list-style-type: none"> ○ Users must not document passwords in any readily perceivable manner. ○ Newly issued passwords must expire on the first use and subsequent passwords must expire after 90 days. ○ The system's password file must be encrypted in a one-way encrypted state (e.g., non reversible). Any user shall never view actual passwords. ○ Passwords must have a minimum length of 8 digits and must be distinctive (e.g., contain both alpha and numeric or symbolic characters). ○ The system must prevent re-use of recently used passwords (i.e., within the last one year). ○ The authentication system must lock out users after 5 unsuccessful attempts to enter a password and require a reset after user authentication. <p>- Maintain appropriate barriers between un-trusted networks such as the Internet and systems containing Non-public Personal Information, including by:</p> <ul style="list-style-type: none"> ○ Installing, configuring and monitoring system configuration, firewall (intrusion prevention) and intrusion detection software protecting systems where Non-public Personal Information is stored or processed. ○ Maintaining a written network diagram showing all equipment, tools and media where Non-public Personal Information is processed or stored. ○ Adhere to a comprehensive policy and procedure to audit logs of all monitoring tools and to resolve any unauthorized access attempts.
3. Ensure physical security of facilities where Non-public Personal Information is stored	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Maintain the appropriate number of layers of physical security between unauthorized people and systems, which store or process Non-public Personal Information (e.g., for most purposes, the appropriate number of layers will be three). 2) Maintain at least one monitoring layer.
4. Protect and ensure secure treatment of Chase systems	If Partner accesses Chase owned systems to perform its obligations under the Agreement, Chase's Information Security Standards will apply. See System Access Terms for more detail.
5. Provide enhanced security when required	If appropriate based on the risk to Chase or regulatory requirements, Chase may require stricter security practices than those described in these Information Security Standards.
6. Ensure certification of the standard	<p>Partner will:</p> <ol style="list-style-type: none"> 1) On or before execution and delivery of this Agreement and annually thereafter during the term of this Agreement, deliver the following to Chase: <ol style="list-style-type: none"> a) If available, provide a report by an independent third party audit firm that describes Partner's control policies and procedures including a statement on the operating effectiveness of those policies and procedures. Alternatively, a Type II SAS 70 Report, as described in the then-current Statement of Auditing Standard 70 of the American Institute of Certified Public Accountants, may be provided unless otherwise specified by Chase, within 60 days after receiving such a report. b) Allow Chase, at its own expense, to perform a full security review and cooperate in a timely and reasonable manner with all related requests for information.
7. Ensure ongoing compliance to the standard	<p>Partner will:</p> <ol style="list-style-type: none"> 1) During the term of this Agreement, at all times substantially comply with all ISO/IEC 17799 (Code of Practice for Information Security Management) Control Policies then in effect (a) that are applicable to Partner's obligations under this Agreement and (b) of which Partner is informed. 2) If (as a result of an on-site review performed by Chase or it's agent) Chase determines that Partner is not complying with such Control Policies as required by

	this exhibit, at its own expense, take steps specified by Chase to correct such non-compliance within a time period to be determined by Chase. If the parties, despite good faith efforts, are unable to modify or be in compliance within a agreed upon reasonable time period, then Chase shall be permitted to charge to Partner Chase's reasonable expenses incurred in establishing an alternative arrangement for the performance of Partner's obligations hereunder.
8. Breach Notification	Partner will: 1) Immediately notify Chase of any actual or reasonably suspected security breaches or unauthorized access to Chase customer data. 2) Cooperate fully with Chase to investigate any such breach or unauthorized access.

These Information Security Standards are not intended to be complete or comprehensive and do not limit Partner's obligations under the Agreement or applicable law. These Information Security Standards do not limit the scope of an audit or review by Chase, and compliance with these Information Security Standards is necessary but may not be sufficient to protect Non-public Personal Information. A breach of these Information Security Standards will be a material breach of the Agreement unless Partner can demonstrate why the recommended practice is not required in order to conform to the confidentiality and privacy provisions of the Agreement. Nothing in these Information Security Standards will create any rights in Partner or impose any liability on Chase, by contract, reliance or otherwise. Partner will pay any costs of compliance with these Information Security Standards without additional charge under Partner's contract with Chase.