

CONFIDENTIAL

JOINT MARKETING AGREEMENT

BY AND BETWEEN

THE OREGON STATE UNIVERSITY ALUMNI ASSOCIATION, INC.

AND

**OREGON COMMUNITY CREDIT UNION
OCCU CARD SERVICES, LLC**

JOINT MARKETING AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 1st day of September, 2012, ("Effective Date") by and between The Oregon State University Alumni Association, Inc., an Oregon not-for-profit corporation, having offices at 204 CH2M Hill Alumni Center, Corvallis, Oregon 97331-6303 ("OSUAA") and Oregon Community Credit Union, an Oregon state chartered credit union and its wholly owned subsidiary OCCU Card Services, LLC, ("Affiliate") having offices at 2880 Chad Drive, Eugene, Oregon 97408 (collectively, the "Credit Union").

RECITALS

WHEREAS, Credit Union and its Affiliate are authorized and licensed to issue credit cards and provide financial services to their members and customers and will collectively perform and provide the services under this Agreement;

WHEREAS, OSUAA and Credit Union desire to jointly market Credit Union's general purpose credit cards (herein referred as "Credit Card(s)") and related financial services to the officers, directors, Alumni, donors, fans, and friends of the OSUAA (collectively, the "OSUAA Members"); and

WHEREAS, OSUAA is willing to make its proprietary intellectual property and customer lists available to Credit Union in connection with Credit Union's offering of credit cards and services to the OSUAA Members, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. License to Use Marks.

(a) License to Credit Union. During the term of this Agreement, Oregon Community Credit Union ("Credit Union") and its wholly owned subsidiary, OCCU Card Services, LLC ("Affiliate") shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), mascots, designs, artwork and other related proprietary images of OSUAA and the Oregon State University ("University") set forth in Exhibit B attached hereto (collectively, the "OSUAA Marks"): (i) with respect to OSUAA as the marks now exist or as they may be revised or modified during the Term hereof, or (ii) any new marks developed by OSUAA after the effective date hereof in connection with the Credit Union's marketing and servicing of the Credit Cards to OSUAA Members under this Agreement and together with OSUAA's Direct Promotions shall be hereinafter referred to as the "Program." Such right and license shall apply or extend to other credit card-related Enhancement Products offered by the Credit Union. In the event Credit Union identifies additional marks of University, whether new, current, or modifications of current marks, which the Credit Union desires to add to Exhibit B by amendment to this Agreement, OSUAA agrees in good faith to attempt so secure the rights from University or other Third Party to allow it to execute such an amendment. All artwork produced by the Credit Union using the OSUAA Marks shall be pre-approved by the OSU Brand Management department. OSUAA agrees it shall not permit any person or entity, including a competitor of the Credit Union, to use its OSUAA Marks or other marks of the University that have been licensed to OSUAA in connection with or in any manner referring to any credit card or credit product covered by this Agreement or any subsequent agreement,

without prior written consent of the Credit Union. In the event of any unauthorized or illegal use of the OSUAA Marks, OSUAA shall cooperate with the Credit Union in causing such unauthorized or illegal use to stop. Except for amounts paid to OSUAA pursuant to Section 7 and Exhibit A hereof, the Credit Union shall not be required to pay any additional amounts to OSUAA in connection with the use of the Marks in conjunction with the Program. Following termination of this Agreement, Credit Card(s) and related materials issued during the Term hereof and related account documents may continue to bear the Marks until the latter of the expiration date displayed on the Credit Cards as of the effective date of such termination or until such time as the Guarantee is earned in full by OSUAA. Subject to and consistent with the rules and regulations of any applicable payment network association or entity, the Credit Union shall comply with the standards established by OSUAA with respect to the form of the Marks and their usage.

(b) License to OSUAA. During the Term of this Agreement, OSUAA shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), designs, artwork and other related proprietary images of the Credit Union (i) as they now exist or as they may be revised or modified during the Term hereof, or (ii) any new marks developed by the Credit Union after the effective date hereof (collectively, the "Credit Union Marks") in connection with OSUAA's Direct Promotions under the Program. Examples of the current Marks are set forth in Exhibit B attached hereto. OSUAA shall not be required to pay any additional amounts to Credit Union in connection with the use of the Credit Union Marks in conjunction with the Program. Upon termination of this Agreement, OSUAA shall cease using the Credit Union Marks. OSUAA shall comply with the standards established by Credit Union with respect to the form of the Credit Union Marks and their usage.

(c) Ownership of Marks. The Credit Union Marks and OSUAA Marks, are collectively referred to as "Marks." Subject to the licenses granted above, each of the parties hereto is and shall remain the owner or license of all rights in and to the Credit Union Marks or OSUAA Marks, respectively. Any and all rights to the Marks not herein specifically granted and licensed are reserved by the respective owner. Except as otherwise specifically provided for in Section 1(a) 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 the respective owner or licensee. Upon termination of this Agreement, the Credit Union shall have no further right to market its Cardholder products using Marks the OSUAA owns or licenses from University, or to further utilize any promotional materials containing OSUAA owned or licensed Marks, except as expressly provided in this Agreement. However, nothing contained herein shall require the Credit Union to cancel any Account or to terminate any card issued in connection with this Agreement.

(d) Unauthorized Use of Marks. Each party agrees that any unauthorized use of its Marks may cause immediate and irreparable harm to the owner or licensee 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 or licensee 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. Within thirty (30) days of the execution of this Agreement, OSUAA shall provide the Credit Union with lists of all existing (active and inactive) and prospective OSUAA Members and Alumni, including names, U.S. postal addresses and e-

mail addresses (in accordance with Section 4(f) below), via secure, electronic files (the "Lists"). OSUAA shall use its best efforts to provide as complete and accurate List as possible of all OSUAA Members. The Lists shall consist of a minimum of 15,000 OSUAA Members, who are U.S. residents, and are at least twenty-one (21) years of age have not previously notified OSUAA in writing of their election to exercise rights expressly granted by OSUAA or as required by law under privacy opt-out, or "do-not-solicit" or "do-not-call" provisions, if directly applicable ("Mailable Names"). OSUAA shall provide Credit Union with updated Lists upon Credit Union's request up to four (4) times per year. OSUAA shall provide all Lists to Credit Union at no additional cost to the Credit Union other than the payments under Section 7 and Exhibit A. OSUAA understands and agrees that an essential component of the Program is OSUAA's ability to provide Lists to the Credit Union and that, therefore, except as required by law, for the duration of the contract OSUAA shall not (i) modify or otherwise amend its privacy policy to prohibit or limit OSUAA from providing the Lists to Credit Union or the Credit Union's contracted service providers or designated agents as set forth in this Agreement; (ii) grant or extend, modify, amend, any opt-out or non solicitation rights to OSUAA Members regarding cards or the Program except as required by applicable federal or state law, or (iii) sell or otherwise permit or facilitate, directly or indirectly, any person or entity, including a competitor of the Credit Union, to use the Lists in connection with or in any manner associated with a credit card, including but not limited to the marketing, soliciting or offering of credit cards, without prior written consent of the Credit Union. Nothing in this paragraph or agreement shall require the OSUAA to provide lists of any current University students, or otherwise provide information that the University may not disclose under applicable state and federal privacy laws.

(b) Use of Lists. Credit Union shall use the Lists provided by OSUAA consistent with the intent and terms of this Agreement to market Credit Cards offered by the Credit Union. Credit Union may solicit OSUAA Members to become cardholders through the Credit Union's then current marketing channels, on a schedule mutually agreed to by both parties. Credit Union shall not disclose or otherwise make available such Lists to any unaffiliated third party (except for the purpose of fulfilling Credit Union's performance and other obligations under this Agreement) without the express written consent of OSUAA. The Lists provided by OSUAA shall and will remain the sole property of OSUAA. However, to the extent that such OSUAA names become available to the Credit Union from a source other than OSUAA, such names shall also be owned by the Credit Union. Credit Union will, subject to applicable law requiring record retention, return the Lists to OSUAA or destroy them upon the termination of this Agreement, as instructed by OSUAA. However, Credit Union may maintain separately all information that it obtains as a result of any account or service relationship or from any application for an account or service relationship it directly establishes with any OSUAA Member. Such account information shall be part of the Credit Union's files and not subject to this Agreement. The Credit Union will return, quarterly, all non-deliverable records, including any new addresses on returned records.

3. Offering of Credit Cards by Credit Union. Credit Union shall offer credit cards and enhancement products to OSUAA Members in accordance with the following provisions:

(a) Credit Union Marketing. Subject to subsection (c) of this Section 3, the Credit Union shall, at its own expense, design, develop and produce such Marketing Materials as it deems appropriate to promote the Program among OSUAA Members, and OSUAA shall endorse and reasonably assist the Credit Union with the administration of such promotional and solicitation activities. The Credit Union and OSUAA will jointly schedule and direct the solicitation of OSUAA Members; provided that the Credit Union reserves the right to

limit its solicitation materials to those persons it selects in accordance with the Credit Union's credit criteria and credit practices.

(b) Use of OSUAA Marks on Credit Cards. Subject to federal and state law and any other applicable rules and regulations (e.g., Visa or MasterCard operating regulations), all approved cardholders shall receive credit cards issued by the Credit Union. OSUAA shall have the right to approve the use of its OSUAA Marks on credit cards, such approval not to be unreasonably withheld. In the event of any change in OSUAA Marks, if OSUAA requires the immediate use of its new OSUAA Marks in the Program, OSUAA shall reimburse Credit Union for any additional expenses incurred by Credit Union in connection with the use of the altered OSUAA Marks mutually agreed upon by Credit Union and OSUAA. Credit Union shall have the right to include on the reverse side of the credit cards such information as the Credit Union shall deem appropriate for its contractual and regulatory requirements.

(c) Review of Marketing Materials and Premiums. Each party shall submit to the other for prior approval, samples of all marketing, promotional or solicitation materials under this Agreement; bearing OSUAA or Credit Union Marks, or Program information, printed or otherwise, which the submitting party intends to utilize to market the Program to and among OSUAA Members ("Marketing Materials") as well as any merchandise used to encourage individuals to apply for or use Credit Cards ("Premiums"). OSUAA shall review only the promotional content of such Marketing Materials and Premiums, including marks, and not formatting or legal disclosures. The reviewing party shall respond to the submitting party's request 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 or Premium production and solicitation schedules, the reviewing party shall respond to submitting party's request for final approval of Marketing Materials or Premiums within five (5) business days following the reviewing party's receipt of such request and if no response is received such approval may be deemed received. Each party reserves the right to communicate information to its members or cardholders which it normally sends and which does not utilize information or Marks, without the prior approval of the other party.

(d) Ownership of Work Product. Each party shall have and retain all 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 constitutes or are prepared by such party in connection with the Credit Card or Marketing Materials (collectively, "Work Product"). A party's review of the Work Product does not constitute Work Product prepared by such party.

(e) Enhancement Products. Credit Union may market to Cardholders, credit insurance, credit card registration, financial products and related financial services (collectively "Financial Products and Services") via the usual and customary marketing channels for such products. Credit Union may market to Cardholders via the usual and customary marketing channels such other financial and non-financial products and services as the parties shall agree to from time to time, provided such products are not currently offered exclusively by or through OSUAA to OSUAA members. Credit Union may provide Cardholders access to other financial products and services offered by the Credit Union or through any of its affiliated companies.

4. Additional Obligations.

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

i. In the event that any of the marketing activities set forth herein violate any current or future applicable federal or state law or regulation or any policy of the parties, the parties shall 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 develop, test market and offer promotions to Cardholders, including, but not limited to direct mail, event marketing, take-ones and internet banners;

iii. At OSUAA's discretion, actively market the Program in a commercially reasonable and prominent manner and degree in all OSUAA controlled venues and locations through the display of current marketing materials, such as take-one applications, Credit Union in store signage, links to online applications, to the extent that such displays or marketing efforts are not precluded by other University contracts, rules, policies, or other applicable law.

iv. Provide Credit Union the marketing and promotional media set forth in Schedule 4(a) and such other promotional channels and opportunities to which the parties may mutually agree.

(b) Website Access. OSUAA shall provide marketing support of the Program through premium placement on its website at no cost to Credit Union. OSUAA shall provide above the fold on the home page of its current website located at www.osualum.com or any successor or future website, a prominent link to a Credit Union web page in order to enable OSUAA Members to apply for a credit card.

(c) Athletic Events and Campus Marketing. The Credit Union shall, with the support of OSUAA, work with OSU Athletics, and/or its assigned agents, to secure rights to market the program at University home athletic events.

(d) Event Marketing. At its discretion, OSUAA shall permit the Credit Union to market at any events fully controlled by the OSUAA and that are not precluded by other University contracts, rules, policies or applicable law.

(e) OSUAA Mailers & Newsletters. Where feasible, OSUAA agrees to provide marketing support of the Program through premium placement on OSUAA periodic mailers and newsletters to its members at no cost to Credit Union. In the event OSUAA provides direct mail and newsletter marketing for the Program, OSUAA shall conduct the marketing activities in accordance with the requirements in Section 3 (c) and specifications and procedures as described in a schedule agreed by both parties and incorporated in 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.

(f) Credit Union Rewards Programs. Subject to the Credit Union's discretion and availability from time to time, Credit Union may offer rewards programs for the benefit of Cardholders based on the usage of the credit card whether or not such rewards programs are administered by Credit Union or through another partnership or credit card program offered by Credit Union ("Rewards Program"). Such Rewards Programs may include travel rewards or cash back programs.

(g) E-Mail Services – General. In the event Credit Union and OSUAA determine to utilize email as a marketing channel for the Program, the Parties shall conduct the e-mail marketing campaigns ("e-mail Campaigns") in accordance with the specifications and procedures as described in a schedule prepared for each such campaign, agreed by both parties and incorporated in 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.

(h) Credit Card Lists to OSUAA. Upon request by OSUAA, Credit Union agrees to provide OSUAA with a list of all Credit Union/OSUAA credit cardholders under this Agreement, including names and postal addresses, via secure, electronic files (the "List") for the use by OSUAA in marketing OSUAA membership and OSUAA services to such persons. Once obtained OSUAA will maintain confidential use of the data in accordance with existing data security procedures. OSUAA shall comply with the requirements in Sections 4 and 11 to protect the Credit Union List. Nothing in this paragraph or any other section of this agreement is intended to require the OSUAA or University to violate applicable disclosure laws, including Oregon's Public Records laws, or otherwise challenge lawfully issued court orders, subpoenas or discovery demands.

5. Direct Solicitations by OSUAA. Upon request by OSUAA and with prior written approval by Credit Union, the Credit Union shall permit OSUAA, subject to reasonable restrictions set forth by Credit Union, to directly solicit applications for Credit Cards from OSUAA Members without the direct participation of the Credit Union ("OSUAA Direct Promotions"). All Marketing Materials developed by OSUAA must be approved in writing by the Credit Union prior to distribution by OSUAA; however, any credit card applications used for by this Program must be supplied to OSUAA by the Credit Union. Unless otherwise agreed to by Credit Union and OSUAA, all expenses associated with OSUAA Direct Promotions shall be borne solely by OSUAA. Credit Union, upon reasonable notice to OSUAA, may restrict or terminate OSUAA Direct Promotions that result in (i) legal risk, (ii) reputational harm, (iii) unacceptably low approval rates on a campaign basis as compared to typical acceptance rates for similar campaigns, (iv) excessive fraud risk related to the Accounts compared to similar campaigns conducted in similar situations, or (v) in a manner that otherwise affects the Credit Union or Program in a material adverse way.

6. Credit Card Program.

(a) Issuing Policies and Credit Cards. The Credit Union shall issue Credit Cards to and establish accounts for eligible OSUAA Members in accordance with the Credit Union's credit, fraud and credit card issuing policies and practices ("Accounts"). All decisions concerning the creditworthiness of any potential OSUAA Member shall be made at the sole discretion of Credit Union.

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

(c) Ownership of Accounts. OSUAA shall not possess any ownership interest in Credit Cards issued and Accounts established by Credit Union and its Affiliate pursuant to this Agreement. 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 Credit Union in connection therewith shall be at the sole property of Credit Union or its Affiliate.

(d) Program Adjustments. Credit Union has the right to make periodic adjustments to the Program, including without limitation, changes to its credit card terms and features. Credit Union will use reasonable efforts to give OSUAA ten (10) business days advance written notice of any material adjustments to the Program. Credit Union may make any necessary changes in the Program to satisfy compliance requirements of applicable law, rule or regulation, without limitations or any penalty. Except for changes required for compliance, OSUAA will notify Credit Union of objections to the material adjustments whereupon both parties will mutually agree to adjustments prior to implementation.

i. Program Adjustment Recourse For the first two years of the contract, should the parties not reach an agreement within ten (10) business days Credit Union may, without recourse, implement the material adjustment without the consent of OSUAA. After two years and for the duration of the contract, should the parties not reach an agreement within ten (10) business days Credit Union may implement the material adjustment and OSUAA will have the right to review the effects of the material adjustment ninety (90) days after its implementation. If the results are not satisfactory to OSUAA, then OSUAA will have the right to require Credit Union to reverse the material adjustment, at Credit Union expense.

(e) Additional Services. Cardholders may, as a benefit under the Program, be offered opportunities to select credit protection and other financial products and services related to their accounts.

7. Royalties and Guarantees.

(a) Payment of Royalties. During the Term of this Agreement, in consideration of the obligations under this Agreement, Credit Union shall pay to or on behalf of OSUAA certain Account, Renewal, Marketing, and Sales Royalties (collectively, the "Royalties") as set forth on Exhibit A attached hereto. In addition, during the Initial Term, Credit Union shall pay to OSUAA a Guarantee in the amount of and subject to the terms and conditions as set forth on Exhibit A attached hereto. Each Guarantee payment is an advance payment of the Royalties projected to be earned by OSUAA over the term of the Agreement. Notwithstanding the foregoing, Credit Union 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

Cardholder's existing Credit Card or Accounts which were established as a result of a former joint Cardholder requesting an individual Account.

(b) Royalty Reporting. The Credit Union shall provide OSUAA with a reconciliation report within sixty (60) days following the end of each calendar quarter setting forth the amount of the Royalties earned by OSUAA during such calendar quarter and from the Effective Date for the Program. Any amounts owing to OSUAA and payable pursuant to the terms of this Section shall be paid to or on behalf of OSUAA within sixty (60) days following the end of such calendar quarter.

8. Cardholder Statement Inserts and Messaging. Subject to reasonable space, weight, size, content and scheduling restrictions, and upon Credit Union's prior review and approval, OSUAA may from time to time include informational inserts or statement messages in billing statements mailed by the Credit Union to Cardholders. Provided however, inserts and statement messages that may be required by law, regulation or otherwise, shall have priority over such inserts and statement messages and shall be inserted into billing statements prior to the insertion or inclusion of any inserts or statement messages of OSUAA. Credit Union will pay for the normal cost of mailing statement inserts as described above, excluding the cost of preparing, producing and shipping to Credit Union, the actual insert, or any additional insert handling or postage costs resulting from the insert, which shall be the sole responsibility of OSUAA.

9. Records and File Protocol.

(a) Records. During the Term of this Agreement, Credit Union agrees that it will maintain for twelve (12) months prior to archiving, accurate records with respect to the Program established by the Credit Union under this Agreement. Such records shall be subject to Audit pursuant to Section 27.

(b) File Protocol. During the Term of this Agreement, OSUAA shall comply with the Credit Union's data exchange technical specifications and standards, including but not limited to file transfer protocol and standards, file format and layouts. OSUAA shall obtain and maintain at its expense mutually-agreed upon encryption/decryptions software acceptable to the Credit Union.

10. Relationship. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties and neither party shall have the right or authority to act for or on behalf of the other party.

11. Confidentiality/Safeguarding Data.

(a) General Confidentiality. The parties acknowledge and agree that the terms of this Agreement and all information provided to or in connection with either party's performance under this Agreement shall be considered confidential and proprietary information ("Confidential Information") and, other than owned data as referenced in Section 11 (c) below, 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 ("Disclosing Party"). Confidential Information shall include without limitation: (i) Nonpublic Personal Information, including names and addresses (ii) demographic, behavioral and credit information relating to Credit Union

Cardholders, prospective Credit Union Cardholders or the Lists provided to the Credit Union pursuant to Section 2; (iii) terms of this Agreement, Marketing Materials; strategies and targeting methods; (iv) business objectives, assets and properties; and (v) programming techniques and technical, developmental, cost and processing information. Unless inconsistent with the provisions of (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 publically known without breach of this Agreement; (iii) either party received from a third party authorized to disclose it without restriction; (iv) either party, its agents or subcontractors, developed independently without use of Confidential Information; or (v) either party is required by law, regulation or valid court or governmental agency order to disclose, in which case the party receiving such an order must give prompt notice to the other party, allowing them to seek a protective order.

(b) Cardholder Privacy. All capitalized terms used in this Section 11 and not otherwise defined shall have the meanings throughout this Agreement set forth in the Federal "Privacy of Consumer Financial Information" Regulation P (12 CFR 1016), 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 disclosure of Nonpublic Personal Information about Consumers, including the Credit Union's Members and Customers of Credit Union's Affiliate. OSUAA and Credit Union each hereby agree that with respect to Nonpublic Personal Information provided to the Receiving Party, the Receiving Party shall:

i. Comply with the terms and provisions of the Privacy Regulation, including without limitation, the provisions regarding the sharing of Nonpublic Personal Information;

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

iii. Comply with Information Security Requirements and Standards as agreed to by both parties and upon reasonable notice from the Disclosing Party, shall permit the Disclosing Party to audit the Receiving Party's current security policies, procedures and, if requested, operations for compliance with the Information Security Requirements and Standards. Such audit shall be limited to one per any 12 month period and shall include solely the systems and environments containing the Disclosing Party's Nonpublic Personal Information. At either party's discretion, a third party may perform the audit on their behalf.

iv. Not make any changes to its security measures that would increase the risk of unauthorized access to Nonpublic Personal Information.

v. 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 or policies restricting access to Nonpublic Personal Information only to those with a need to know.

(c) Ownership of Information. Credit Union grants OSUAA ownership of updated contact information data (including address, phone and email) and a flag notating the presence of a cardholder account for the purposes of updating and maintaining records. OSUAA grants Credit Union the rights to contact information data for performing standard financial account management and reviews.

(d) 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. Upon successful conversion of a record to an OCCU cardholder, OCCU shall be permitted to make use of that data for their purposes, within the parameters of OCCU protocol. Such converted records shall be considered OCCU owned data under the terms of this agreement. OSUAA shall use Confidential Information received from OCCU for their purposes, within the parameters of OSUAA protocol. Such received records shall be considered OSUAA owned data under the terms of this agreement. 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 Section and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential.

(e) 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.

(f) 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.

(g) Return or Destruction of Confidential Information. Upon either party's demand following a breach of this Agreement or upon the termination of this Agreement the parties shall comply with each other's reasonable instructions regarding the disposition of Confidential Information that may include return of any and all Confidential Information (including any copies or reproductions thereof), excluding any archival copy retained systematically as a function of the Receiving Party's disaster recovery or record retention process or material provided to its regulator, if applicable, and any owned data as referenced in Section 11 (c). Such compliance shall be certified in writing, including a statement that no copies of Confidential Information have been kept.

(h) 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, OSUAA agrees that Credit Union may include OSUAA's name and OSUAA's Marks in connection with any materials approved by OSUAA or as otherwise provided in this Agreement.

(i) 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.

(j) Confidential Information Requests by Third Parties. The parties maintain that OSUAA is not a public entity subject to the public records laws of the State of Oregon. Therefore, should OSUAA be required by law to release Confidential Information to a third party, OSUAA shall exercise its best efforts to notify Credit Union as soon as possible of such request pursuant to the notification provisions of this Agreement. Such notification shall include a copy of the written request received by OSUAA. As soon as it is reasonably possible following such notice, OSUAA shall provide the Credit Union with copies of any documents and/or other materials that OSUAA believes to be responsive to such request. OSUAA shall respond to such request by either: (i) rejecting such request; or (ii) acknowledging receipt of such request and advising the requesting party that a subsequent response will be forthcoming. Credit Union shall have ten (10) business days from the date of OSUAA's response to take whatever action (legal or otherwise) it deems necessary (at its sole expense) to prevent the disclosure of Confidential Information by OSUAA. OSUAA shall provide Credit Union with reasonable assistance, except that OSUAA shall not be required to take any action that would result in OSUAA incurring additional direct out-of-pocket expenses unless such expenses are reimbursed to OSUAA by the Credit Union. In the event Credit Union fails to commence any act to prevent the disclosure of Confidential Information within such ten (10) business day period, any subsequent disclosure of Confidential Information by OSUAA shall not constitute a breach of Confidential Information by OSUAA shall not constitute a breach of this Section 11.

12. Representations and Warranties. The parties make the following representations and warranties as of the date hereof:

(a) Credit Union. Credit Union represents and warrants that (i) it is an Oregon state chartered credit union duly organized, validly existing and in good standing under the laws of Oregon, and (ii) the execution and delivery by Credit Union of this Agreement, and the performance of Credit Union of the transactions contemplated hereby are within Credit Union's corporate powers, have been duly authorized by all necessary corporate action, do not require 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 law or 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 governing documents of Credit Union or of any agreement, judgment, injunction, order, decree or other instrument binding upon Credit Union; and (iii) it is the owner of and is authorized to grant to OSUAA a license to use the Credit Union Marks and is not currently aware of any claims, and is not currently involved in any litigation, challenging the Credit Union's ownership or rights to the Credit Union Marks.

(b) Affiliate. The Affiliate represents and warrants that (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of Oregon, and (ii) the execution and delivery by Affiliate of this Agreement, and the performance of the of the transactions contemplated hereby are within Affiliate's corporate powers, have been duly

authorized by all necessary corporate action, do not require 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 law or 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 governing documents of Affiliate or of any agreement, judgment, injunction, order, decree or other instrument binding upon Affiliate.

(c) OSUAA. OSUAA represents and warrants that (i) it is an Oregon non-profit corporation duly organized, validly existing and in good standing under the laws of the Oregon; (ii) the execution and delivery by OSUAA of this Agreement, and the performance of OSUAA of the actions contemplated hereby are within OSUAA's corporate powers, have been duly authorized by all necessary corporate action, have been authorized by all necessary third parties including but not limited to the University and the University Athletic Department and do not require consent or other action by or in respect of, or filing with, any other third party or governmental body or agency, 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 bylaws of OSUAA or of any agreement, judgment, injunction, order, decree or other instrument binding upon OSUAA and do not require the payment of any other fees or royalties, except as set forth herein, on the part of Credit Union; (iii) it is the owner of, and/or has the right to and is authorized to grant to Credit Union the right and license to use the OSUAA Marks and is not currently aware of any claims, and is not currently involved in any litigation, challenging OSUAA's ownership or rights to the OSUAA Marks; (iv) it has the right to provide the Lists as described herein.

(d) Mutual Covenants.

i. Each of the parties covenant and agree 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 of its ability to perform its obligations under this Agreement.

ii. The parties further agree to abide by all laws, rules and regulations applicable to that party and to the Program.

13. Indemnification.

(a) Indemnification by OSUAA. OSUAA shall indemnify, defend and hold Credit Union and its Affiliate, their officers, directors, employees, subcontractors and agents 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 OSUAA contained Section 12 above, (ii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Credit Union of the OSUAA Marks as contemplated by this Agreement, (iii) OSUAA Direct Promotions, or (iv) any actual or alleged negligent act or omission or willful misconduct of OSUAA or its directors, officers, employees or agents in connection with the entry into or performance of this Agreement.

(b) Indemnification by Credit Union. Credit Union shall indemnify, defend and hold OSUAA and its officers, directors, employees, subcontractors and agents 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 Credit Union contained Section 12 above, (ii) any actual or alleged act or omission of Credit Union in connection with the issuance of Credit Card(s) and/or the administration of Credit Card Accounts which constitutes a violation of applicable law, (iii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by OSUAA of the Credit Union Marks as contemplated by this Agreement, or (iv) any actual or alleged negligent act or omission or willful misconduct of Credit Union or its directors, officers, employees or agents in connection with the entry into or performance of this Agreement.

(c) The parties agree that the OSUAA is not part of Oregon State University, the State of Oregon, the State Board of Higher Education, a state agency, an instrumentality of the State of Oregon, or a public entity. Rather the OSUAA is separately incorporated non-profit entity. Accordingly, the parties further agree that any potential claims against OSUAA shall be claims against only the OSUAA, and no claim may be brought against the Oregon State University, the State of Oregon, the State Board of Higher Education, or any Oregon State University officer, employee or board member for actions or inactions taken by the OSUAA.

14. Exclusivity.

(a) Cards. During the Term of this Agreement, the Credit Union and its Affiliate shall have the exclusive right to offer credit cards and private label cards and related services to OSUAA Members, and OSUAA agrees that during the Term hereof it shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, offer or endorse, or enter into any agreement with others for the provision of credit cards and credit card related financial services, with or without OSUAA's Marks and/or rewards programs, to OSUAA Members.

(b) Upon the parties reaching an agreement regarding any new business opportunity in Section 15, the exclusivity provisions of this Section 14 shall apply to the new business opportunity.

15. Other Business Opportunities. Credit Union and OSUAA shall work together to identify other mutually beneficial and mutually agreeable business opportunities in addition to the Program.

16. Term. Subject to the subsections 17(a)-(d) below, this Agreement shall be effective as of the Effective Date and shall continue for an initial term of five (5) years (the "Initial Term"). Following the Initial Term, this Agreement shall be automatically renewed for a renewal term of one (1) year ("Renewal Term") unless, at least 180 days prior to the termination of the Initial Term or the then current Renewal Term, either party shall have notified the other in writing of its decision not to renew this Agreement under the current terms and conditions. (Initial Term and Renewal Term are collectively referred to as "Term"). If upon expiration of the Term, a new agreement has not been finalized, this Agreement will auto-renew at the current Royalty rates on a month-to-month basis until such time as a new agreement is finalized or the parties agree not to renew.

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, and such default shall continue for a period of 30 days after receipt by the defaulting party of a written notice thereof from the nondefaulting party (setting forth in detail the nature of such default), then this Agreement shall terminate at the option of the nondefaulting party as of the 31st day following the receipt of such written notice. If, however, the default cannot be remedied within such thirty (30) day period, such time period shall be extended for an additional period of not more than thirty (30) days, so long as the defaulting party has notified the nondefaulting 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 proceedings; 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, regulation, operating rule or requirement, or any material change in any operating rule or regulation of MasterCard International ("MasterCard"), Visa USA, Inc. ("Visa") or any other applicable payment network association or entity makes the continued performance of this Agreement or the issuance of cards or the continued performance of any specific card program under the then current terms and conditions commercially impractical or illegal or in the event of any change in any card network's interchange rate(s) or similar rate(s) when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on the Credit Union's business as determined by the Credit Union in its discretion ("Impact") then Credit Union may notify OSUAA in writing of Credit Union's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. The parties will use good faith efforts to modify the Program and provisions of this Agreement to satisfactorily address the impracticality or potential illegal activity or Impact and the continued performance of the remaining provisions of the Agreement in a legal and commercially practical manner. If the parties are unable to reach agreement or acceptable modifications to this Agreement within 60 days, either party then may terminate this Agreement upon ninety (90) 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 or damages to the terminating party.

(d) Effect of Termination. Upon termination of this Agreement.

i. To the extent allowed by law, 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 Credit Union as of the effective date of such termination, shall remain the sole and exclusive property of Credit Union.

iii. Following the effective date of the termination of this Agreement, Credit Union will not issue any credit card including any replacement card with any OSUAA Marks or references to OSUAA on such cards. Credit Union may issue cards to applicants whose applications are received after the effective date of such termination, and replace Credit Cards with any payment card product offered by the Credit Union or its Affiliate without any OSUAA Marks or references to OSUAA on such card. However, upon termination of this Agreement, Credit Union shall not be obligated to replace existing cards and reissue cards without OSUAA Marks to existing cardholders until the expiration date reflected on such card.

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

v. Credit Union's obligations to pay Royalties, Guarantees, and any other payments shall cease immediately upon the termination of this Agreement for any reason whatsoever, provided that such Royalties and other applicable payments shall be reconciled and paid to the date of termination.

vi. Upon termination of this Agreement by Credit Union pursuant to subsections 17 (a)-(c) above, OSUAA shall remit to Credit Union the unearned portion of any Guarantee within ten (10) days of the effective date of such termination.

18. Non-Competition. With respect to all Accounts established pursuant to this Agreement, OSUAA agrees that neither OSUAA, its affiliates, nor any entity which OSUAA controls shall by itself or in conjunction with others, directly or indirectly, during the term of this Agreement and for a period of two (2) years following the termination of this Agreement for any reason whatsoever, specifically target any offer of a credit card or credit product to Cardholders. Provided however, OSUAA may, after termination of this Agreement, offer current Cardholders the opportunity to participate in another credit card program endorsed by OSUAA, provided OSUAA does not make such offer only to such Cardholders but rather as a part of a general solicitation to all OSUAA Members and provided further no such existing Cardholders are directly or indirectly identified as a Cardholder of Credit Union, or offered incentives different from that offered to all OSUAA Members.

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

If to Credit Union and its Affiliate, to:

Oregon Community Credit Union
2880 Chad Drive
Eugene, OR 97408
Attention: CEO/President

If to OSUAA, to:

The Oregon State University Alumni Association, Inc.
204 CH2M Hill Alumni Center
Corvallis, OR 97331-6303
Attn: Executive Director

and

Kurt F. Hansen, Attorney
Schwabe, Williamson & Wyatt
1211 SW 5th Ave., Ste. 1900
Portland, OR 97204
khansen@schwabe.com

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 facsimile or by overnight courier; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ten (10) or fewer business days, the notice shall be sent by hand delivery or facsimile.

20. Assignment. Neither party may assign its right and/or obligations pursuant to this Agreement without the prior written consent of the other party to this Agreement. Provided, however, notwithstanding the foregoing Credit Union may assign this Agreement and any of the Credit Union's rights and obligations to its affiliates, subsidiaries, parent, successor or successor of parent.

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

22. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the nonperforming 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. OSUAA and Credit Union hereby agree that all disputes shall be resolved pursuant to this Section, except that equitable relief may be sought pursuant to the confidentiality provisions of Section 11 from any court of competent jurisdiction.

(a) Informal Dispute Resolution. Any controversy or claim between OSUAA, on the one hand, and Credit Union 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 OSUAA or Credit Union, a duly appointed representative(s) of each party will meet for the purpose of attempting to resolve such Dispute. Should they be unable to resolve the Dispute, the Executive Director of OSUAA will meet with the Credit Union's President or designee (the "Executives") in an effort to resolve the Dispute. Said meeting shall be in person or by telephone.

ii. The Executives shall meet as often as the parties agree to discuss the problem in an effort to resolve the Dispute without the necessity of any formal proceeding.

iii. Formal arbitration proceedings for the resolution of a Dispute may not be commenced until the earlier of:

(A) The parties concluding in good faith that amicable resolution through the procedures set forth in subsections (i)-(ii) hereof does not appear likely; or

(B) The expiration of the thirty-five (35) day period immediately following the initial request to negotiate the Dispute.

Provided, however, that this Section 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 injunction relief. The commencement of a proceeding pursuant to this provision does not relieve a party from the executive consultation requirement contained in this Section.

(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 OSUAA or Credit Union (the "Disputing Party"). The arbitration shall be submitted to JAMS Arbitration and Mediation and ADR Services ("JAMS"). The parties agree, however, that an arbitrator may not order either party to take actions that are inconsistent with Oregon or federal law, and neither party is obliged to comply with any order that requires a party to take actions that are not allowed under Oregon or federal law

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, JAMS shall select the third arbitrator. The panel shall be knowledgeable in the commercial aspects of co-branded credit card programs similar to the Program. The place of the arbitration shall be in Eugene, Oregon. The United States Arbitration Act shall govern the interpretation of, enforcement of, and proceedings pursuant to this Section. The arbitrators will not have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" as used in this Section means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion rendered not later than thirty (30) days after the hearing or completion of post-hearing briefing, whichever is later. Notwithstanding the foregoing, either party may apply to the arbitrators for injunctive relief until the arbitration award is rendered or the dispute is otherwise resolved. Either party also may, without waiving any remedy under this Section, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of the 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 party nor an arbitrator may disclose the existence, content, or results in arbitration under this Section without the prior written consent of each party.

iii. The parties agree that any award, including an award rendered following remand after appellate review hereunder, shall be subject to review according to the Optional Appeals Procedure of the JAMS Rules. The Appeal Panel will consist of three neutral members, unless the Parties agree that there will be one neutral member, selected in accordance with the JAMS Rules.

iv. Any award rendered by the arbitrator or Arbitration Panel, as modified, if applicable, following one or more appeals will be final, conclusive and binding upon the parties and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

v. All discussions and negotiations pursuant to this Section 24 shall be confidential and shall be treated as compromise and settlement negotiations under the Federal Rules of Evidence and Oregon Evidence Code.

(c) 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 FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY OR INFRINGEMENT OF THE MARKS.

26. Force Majeure. Neither party shall be liable for nonperformance 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"). 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 prevent 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 is 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 for cause the audited party to violate any confidentiality agreements with third parties, to determine whether the audited party is in compliance with all of its obligations contained in this Agreement.

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

28. Successors and Assigns; Third Party Rights. The rights and obligations of the Credit Union and OSUAA 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.

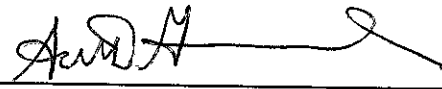
29. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Oregon.

30. Sale of Accounts. In accordance with its then current policy(ies), Credit Union may, at any time and from time to time, without prior approval, sell any Accounts wherein the Cardholder is deceased, has declared bankruptcy, or the Account is delinquent or has been charged-off. The Credit Union 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 OSUAA in connection with any such securitization.

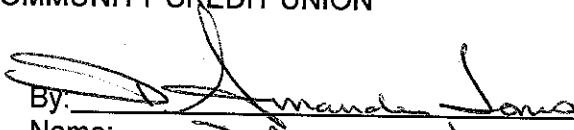
31. Survival. The following Sections shall survive the termination of this Agreement: 1, 2(b), 4(d) regarding post-termination rewards redemptions, 9(a), 11, 13, 18, 24, 25, 27, and 30.

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

THE OREGON STATE UNIVERSITY ALUMNI ASSOCIATION, INC.

By: 
Name: SCOTT D. GREENWOOD
Title: EXECUTIVE DIRECTOR
Date: 7.6.12

OREGON COMMUNITY CREDIT UNION

By: 
Name: J. Amanda Jones
Title: CEO
Date: July 11, 2012

OCCU CARD SERVICES, LLC

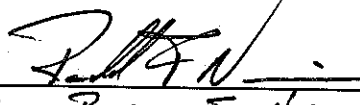
By: 
Name: RONALD F. NEUMANN
Title: MFR BOARD OF MFRS
Date: July 11, 2012

Exhibit A

Royalties and Guarantee

Credit Union agrees to pay to OSUAA the following Royalties and Guarantee in conjunction with the Program that is the subject of this Agreement.

1. New Card Accounts

(a) \$ 35.00 for each new OSUAA Credit Card Account acquired through the Credit Union's marketing channels and approved by the Credit Union pursuant to the Program and activated, excluding however, Accounts that are closed within forty-five (45) days ("Account Royalty"). "Activated" shall mean that the Credit Card has been authorized and used by the cardholder to make a purchase of goods or services, a balance transfer, cash advance or the purchase of a cash equivalent, within sixty (60) days of the account opening.

(b) \$ 75.00 for each new OSUAA Credit Card Account acquired through the OSUAA's marketing channels and approved by the Credit Union pursuant to the Program and activated, excluding however, Accounts that are closed within forty-five (45) days ("Account Royalty"). "Activated" shall mean that the Credit Card has been used to make a purchase of goods or services, a balance transfer, cash advance or the purchase of a cash equivalent, within sixty (60) days of the account opening.

(c) The parties shall take steps to use commercially reasonable means to track the source of applications so as to determine the amount of the Account Royalty. Accounts identified as deriving from OSUAA channels shall be considered OSUAA generated accounts, specifically including the OSUAA Alumni Website and may also include accounts derived from any direct mail, email, or other solicitation where the applicant has used an OSUAA solicitation code to respond to the offer. Accounts derived from Credit Union efforts including branch sales and those accounts derived from any direct mail, email, or other solicitation where the applicant has used a Credit Union solicitation code to respond to the offer shall be considered Credit Union generated accounts. Accounts derived online or over the phone without a solicitation code shall be considered Credit Union generated accounts.

2. Sales Royalty.

(a) Net Income Share 20% of Net Income including but not limited to itemizations for interest income and expense, loan losses (including default, bankruptcy, fraud and disputes), interchange income, program expenses (including reward accrual and redemptions), marketing expenses (for account origination and lifecycle management), association fees, cardholder fee income and royalties.

(b) Net Purchase Volume (Rewards) Two tenths of one percent (0.20%) of the Net Purchase Volume for each Rewards Account originated pursuant to this Agreement (the "Sales Royalty"). For purpose hereof, "Net Purchase Volume" 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 Purchase Volume shall not include (i) those amounts representing annual fees, finance charges and other fees or charges posted to Accounts (such fees to include, but not 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.

(c) Net Purchase Volume (Non Rewards). Five tenths of one percent (0.50%) of the Net Purchase Volume for each Non Rewards Account originated pursuant to this Agreement (the "Sales Royalty"). For purpose hereof, "Net Purchase Volume" 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 Purchase Volume shall not include (i) those amounts representing annual fees, finance charges and other fees or charges posted to Accounts (such fees to include, but not 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.

3. Guarantee. During each of the first two (2) years under this Agreement, Credit Union shall provide OSUAA with a minimum payment of \$300,000 in years one and two with an aggregate sum of \$600,000 (the "Guarantee") as an advance against projected earnings over the term of the Agreement, which shall be offset against actual amounts earned by OSUAA pursuant to Sections 1 and 2 above. The Guarantee shall be paid to OSUAA in two installments of \$300,000, the first installment payable within 30 days of the effective date of this Agreement hereof September 1st, 2012.

Exhibit B

Licensed Marks, Logos and Assets

Oregon State University Marks include:

"Oregon State University - OSU"



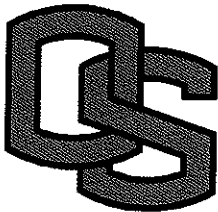
"OSU Alumni Association" Horizontal



"OSU Alumni Association" Vertical



"OS"



"Beaver"

