

AFFINITY CARD AGREEMENT

BY AND BETWEEN

DISCOVER BANK

AND

NORTHWESTERN UNIVERSITY

Table of Contents

	Page
ARTICLE I DEFINITIONS; RULES OF INTERPRETATION; ORDER OF PRECEDENCE.....	3
1.1 Definitions	3
1.2 Rules of Interpretation	6
ARTICLE II OFFERING OF CREDIT CARDS	7
2.1 Offering of Credit Cards	7
2.2 Ownership of Accounts	7
ARTICLE III MARKETING	7
3.1 Marketing by Discover and Organization.....	7
3.2 Organization Marketing/Promotional Activity.....	8
3.3 Cross Marketing Rights.....	8
3.4 Marks.....	8
3.5 Discover Marks	9
3.6 Lists	10
3.7 Exclusivity	10
3.7 Exclusivity	10
3.8 Marked Plastics	10
ARTICLE IV ECONOMICS AND REPORTING	11
4.1 Economics.....	11
4.2 Reporting	11
ARTICLE V REPRESENTATIONS AND WARRANTIES	12
5.1 Representations and Warranties of Organization.....	12
5.2 Representations and Warranties of Discover	12
ARTICLE VI CONFIDENTIALITY	13
6.1 Confidential Information	13
6.2 Limits on Use and Disclosure	13
6.3 Governmental Requests/Applicable Law Requirements	14
6.4 Disposition of Confidential Infonnation	14
6.5 Injunctive Reliet	14
ARTICLE VII PRIVACY AND DATA SECURITY	15
7.1 Privacy	15
7.2 Collection, Ownership and Use of Program Consumer Information	15
ARTICLE VIII TERM/TERMINATION.....	16
8.1 Tenn	16

8.2	Termination Rights	16
8.3	Effect of Agreement Tenuination	16
ARTICLE IX INDEMNIFICATION.....		17
9.1	Indemnification	17
9.2	Notice.....	18
9.3	Right to Defend Claims; Coordination of Defense	18
9.4	Indemnifying Party Election.....	18
9.5	Settlement of Claims.....	19
9.6	Subrogation	19
ARTICLE X DISPUTE RESOLUTION		19
10.1	Dispute Resolution.	I 9
10.2	Infonnal Dispute Resolution.....	19
10.3	Arbitration.....	19
10.4	Recourse to Courts and Other Remedies	20
ARTICLE XI LIMITED LIABILITY		21
ARTICLE XII MISCELLANEOUS		21
12.1	Assignment.	21
12.2	Entire Agreement/Amendment.....	21
12.3	No Third Party Beneficiaries	21
12.4	Non-Waiver of Default.....	22
12.5	Severability.....	22
12.6	Notices.....	22
12.7	Public Announcements	23
12.8	Effect of Headings.....	23
12.9	Interpretation	23
12.10	Multiple Counterparts and Facsimile Signatures	23
12.11	No Agency	23
12.12	Governing Law	24
12.13	Consent to Jurisdiction	24
12.14	WAIVER OF JURY TRIAL.....	24
12.15	Force Majeure	24
12.16	Cumulative Remedies.....	25
12.17	Successors and Assigns	25

SCHEDULE A Discover Marks

SCHEDULE B Organization Marks

SCHEDULE C Economics

AFFINITY CARD AGREEMENT

THIS AFFINITY CARD AGREEMENT ("Agreement"), is made this [1st] day of [September], 20[13] (the "Effective Date"), by and between the Northwestern University, a non-profit organization (the "Organization") and Discover Bank, a Delaware state-chartered bank ("Discover"), for themselves and their respective successors and permitted assigns. The Organization and Discover are at times hereinafter referred to as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, Discover offers certain debit and consumer credit products to the public;

WHEREAS, Discover desires to make a consumer credit card product available to qualified members of the Organization, and/or other potential participants mutually agreed to by Organization and Discover (collectively, the "Organization Members," as defined below); and

WHEREAS, Organization is willing to make certain of its proprietary intellectual property and marketing channel access available to Discover and to make certain Lists (as such term is defined below) available to Discover in connection with Discover's offering of Discover's credit card product to the Organization Members.

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 is hereby acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

1.1 Definitions. For purposes of this Agreement, the terms set forth below shall have the meanings set forth herein.

"AAA" has the meaning set forth in Section 10.3(b).

"AAA Rules" has the meaning set forth in Section 10.3(b).

"Account" means an account opened by and issued to a card member by Discover pursuant to a card member's application for a Credit Card, in accordance with Discover's then current policies and procedures.

"Affiliates" means, with respect to any Person, each Person that controls, is controlled by or is under common control with such Person. For the purpose of this definition, "control" of a Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Net Sales Volume" has the meaning set forth in Schedule C.

"Agreement" has the meaning set forth in the Preamble.

"Applicable Law" means, with respect to any Party, any certificate of incorporation, charter, or articles of association, by-laws or other organizational or governing documents of such Party, and any laws (including common law), codes, statutes, ordinances, rules, regulations, regulatory bulletins or guidance, regulatory examinations or orders, decrees and orders of any Governmental Authority as may be amended and in effect from time to time during the Tenn, including: (i) the Truth in Lending Act and Regulation Z; (ii) the Equal Credit Opportunity Act and Regulation B; (iii) the Fair Debt Collection Practices Act; (iv) the Fair Credit Reporting Act; (v) the Electronic Funds Transfer Act and Regulation E; (vi) the GLBA and its implementing regulations; (vii) the Foreign Corrupt Practices Act; and (viii) the USA PATRIOT Act and its implementing regulations; and (ix) applicable statutes, regulations and rules governing charitable solicitation and/or

commercial co-ventures, including but not limited to the requirements of Georgia Code, Sec. 43-17; New Hampshire Code Sec. 7:28-d; and New Jersey Statutes Ch. 45: 17 A-18 et seq.

"Arbitrators" has the meaning set forth in Section 10.3(c).

"Basic Qualifications" has the meaning set forth in Section 10.3(c).

"Business Day" means any day, except Saturday, Sunday, or a day on which federal banks are required or authorized by Applicable Law to be closed in the State of Delaware.

"Cash Over Function" means the Account feature that permits a Customer to debit the Account for an amount greater than the purchase price of a purchased product or service and receive the balance in cash, up to specifically assigned limits and at merchants as specified by Discover.

"Claim" means any claim (including any counter or cross-claim and allegations whether or not proven), assertion, suit, cause of action, event, condition, investigation or other proceeding by any third party (including any Governmental Authority) concerning any actual or potential liability or damage as to which a Party may request indemnification under Article IX.

"Claim Notice" has the meaning set forth in Section 9.2.

"Confidential Information" has the meaning set forth in Section 6.1(a). "Converted

Account" has the meaning set forth in Section 3.8(b). "Credit Card" has the meaning set forth in Section 2.1.

"Customer" means an individual that is or was a Organization Member and in whose name an Account is opened.

"Disclosing Party" has the meaning set forth in Section 6.1(a). "Discover" has the meaning set forth in the Preamble.

"Discover Marketing Channels" has the meaning set forth in **Schedule C**.

"Discover Marks" means the designs, images, visual representations, logos, service marks, trade dress, trade names, trademarks and/or other proprietary designations of Discover listed or included on **Schedule A** attached hereto. Schedule A shall be deemed automatically amended without further action of the Parties to reflect any additional design, image, visual representation, logo, trademark, tradename, service mark, logo, trade dress or other proprietary designation of Discover which is approved by Discover in writing for use in connection with the Program.

"Dispute" has the meaning set forth in Section 10.1. "Effective Date" has the meaning set forth in the Preamble.

"Exclusive Product(s)" means any open-end credit or charge card product or program. For the avoidance of doubt, notwithstanding the previous sentence or any other provision herein, the Organization shall have the right to enter into an agreement (or agreements) with one or more third party banks through which the Organization may (i) enhance the utility of its "WildCARD" branded identification cards to include debit and/or ATM functions linked to checking accounts issued by such third party banks, and/or (ii) engage in sponsorships with third party banks involving the use of the Organization's athletic department trademarks and logos (so long as such sponsorships do not involve credit card or charge card programs), however, Discover shall have the right to bid on any new agreements described in (i) and (ii).

"Force Majeure Event" has the meaning set forth in Section 12.16.

"GLBA" has the meaning set forth in Section 7.1(a).

"Governmental Authority" means any government, any state or any political subdivision thereof and any Person exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, whether federal, state, local or territorial, that has valid jurisdiction over the subject matter and/or Person at issue.

"Governmental Request" has the meaning set forth in Section 6.2(b).

"Indemnified Losses" means any and all losses, liabilities, costs and expenses (including reasonable fees and expenses for attorneys, experts and consultants, reasonable out-of-pocket costs, interest and penalties), settlements, equitable relief judgments, damages (including liquidated, special, consequential, punitive and exemplary damages), related to any Claims, demands, offsets, defenses, actions or proceedings by whomsoever asserted.

"Indemnified Party" has the meaning set forth in Section 9.2.

"Indemnifying Party" has the meaning set forth in Section 9.2.

"Initial Advance" has the meaning set forth in **Schedule C**.

"Initial Term" has the meaning set forth in Section 8.1(a).

"Launch" has the meaning set forth in **Schedule C**.

"List" means an updated and current list of Organization Members containing non-duplicate names, with corresponding valid postal addresses, together with such other Organization Members' information as reasonably requested by Discover, of all Organization Members who are at least eighteen (18) years of age, segmented by zip codes or as otherwise reasonably requested by Discover, via electronic file or other format designated by Discover; provided however, that the List shall not include: (i) the name or related information of any Person who has expressly requested that Organization not provide his/her personal information to third parties, or (ii) any email address that has been the subject of an opt-out request.

"Marked Plastic" has the meaning set forth in Section 3.8(a).

"Marketing Channels" means the various marketing channels as mutually agreed upon from time to time; through which Discover and/or the Organization can promote and market the Credit Card, which may include online and print advertising, conferences, promotional events which Organization Members attend, direct mail, e-mail, and/or other channels. For the avoidance of doubt, any e-mail marketing shall be transmitted only by Organization, and not by Discover, and such e-mails shall be authored and approved by Discover.

"Marks" means any name, design, image, visual representation, logo, service mark, trade dress, trade name trademark and other proprietary designation used or acquired by the Organization or any of its Affiliates during the Term that is approved by the Organization and included on Schedule B for use under this Agreement.

"New Alternative Organization Account" has the meaning set forth in **Schedule C**."

"New Organization Accounts" has the meaning set forth in **Schedule C**.

"Nonpublic Personal Information" has the meaning set forth in Section 7.1(a).

"Organization" has the meaning set forth in the Preamble.

"Organization Communication Channels" has the meaning set forth in **Schedule C**.

"Organization Direct Promotions" has the meaning set forth in Section 3.2.

"Organization Information" has the meaning set forth in Section 7.2(c).

"Organization Members" means Organization alumni, benefits-eligible full-time faculty and staff, and any other supporters of the Organization that may be interested, but not including current Northwestern University students.

"Panel" has the meaning set forth in Section 10.3(c).

"Party" has the meaning set forth in the Preamble.

"Person" means any individual, general or limited partnership, joint venture, corporation, limited liability company, bank, trust, unincorporated organization, or any Governmental Authority.

"Privacy Policy" has the meaning set forth in Section 7.1(b).

"Program" means those products and services Discover has agreed to offer pursuant to this Agreement to Organization's Members.

"Program Consumer Information" has the meaning set forth in Section 7.2(b).

"Receiving Party" has the meaning set forth in Section 6.1(a).

"Regulations" has the meaning set forth in Section 7.1(a).

"Renewal Tenn" has the meaning set forth in Section 8.1(b).

"Royalties" has the meaning set forth in **Schedule C**.

"Subsequent Advance Payment" has the meaning set forth in **Schedule C**.

"Term" has the meaning set forth in Section 8.1(b).

"Threshold Royalty Amount" has the meaning set forth in **Schedule C**.

1.2 Rules of Interpretation. Except as otherwise expressly provided in this Agreement, the following rules shall apply hereto: (a) where appropriate, the singular includes the plural and the plural includes the singular; (b) all references to the masculine gender shall be deemed to include the feminine gender (and vice versa); (c) "include," "includes" and "including" are not limiting; (d) unless the context otherwise requires or unless otherwise provided herein, a reference to a particular agreement, instrument, document, or Applicable Law also references and includes all renewals, extensions, modifications, amendments and restatements thereof; (e) a reference in this Agreement to an Article, Section or Schedule is to the Article or Section of or Schedule to this Agreement unless otherwise expressly provided; (f) a reference to an Article, Section or Schedule in this Agreement shall, unless the context clearly indicates to the contrary, refer to all sub-parts or sub-components of any said article, section or schedule; (g) words such as "hereunder," "hereto," "hereof" and "herein," and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Agreement and not to any particular section, subsection or clause hereof; and (h) a reference in this Agreement to a "third party" (whether in the singular or the plural) shall (unless otherwise indicated herein) include any Person other than a Party.

ARTICLE II
OFFERING OF CREDIT CARDS

2.1 Offering of Credit Cards.

(a) Subject to the terms and conditions of this Agreement, Discover shall initially market and offer to Organization Members a consumer general purpose, unsecured, open-end, revolving credit card product and related Account as issued by Discover, branded with the Marks and the Discover Marks, and pursuant to which a Customer may make purchases, obtain cash advances, use convenience checks, transfer balances, obtain cash withdrawals through a Cash Over Function, and/or use any other similar such function generally supported by Discover at its sole discretion, and subject to the terms of the Account agreement with Discover (each, a "Credit Card").

(b) Discover's standard consumer credit card issuance and administration policies and procedures and its credit, fraud, and collections practices shall be established, implemented and administered by Discover in its sole discretion, and may be modified from time to time by Discover with respect to the Credit Cards. Discover shall make all credit risk management decisions and shall bear all credit risks with respect to each Customer's Account, independently of Organization. Without limitation of the foregoing, Discover shall have sole discretion to determine: which, if any, Credit Card shall be issued to a Customer or potential Customer; all credit limit assignments and adjustments with respect to any Account; whether to terminate, suspend or reactivate credit privileges on any Account; and the manner and method of collections to be pursued, if any, on any Account.

(c) Credit Cards issued by Discover to approved Customers shall be governed by the terms of Account agreements to be entered into between such Persons and Discover. Notwithstanding any other provision of this Agreement, (i) Discover shall have the right to amend the terms and conditions of such Account agreements at any time in its sole discretion; and (ii) Discover reserves the right in its sole discretion to change any of the features and/or benefits of the Credit Cards, or, upon mutual consent of the Parties, of the Program, including the terms upon which new Credit Cards are marketed to Organization Members, and/or to modify or add additional terms and conditions to any Credit Cards. Discover shall not change the terms and conditions of this Agreement based on this Section 2.I(c).

2.2 Ownership of Accounts.

Discover is the sole and exclusive owner of all Accounts and related receivables, Account agreements and associated books and records, and all Customer indebtedness and goodwill established thereunder, and shall have all rights and powers with respect thereto as such owner, including all rights to engage in securitization and other financing operations. For the avoidance of doubt, the Organization acknowledges and agrees that it does not possess any ownership interest in the Credit Cards issued, the Accounts established and/or the receivables generated thereunder.

ARTICLE III
MARKETING

3.1 Marketing by Discover and Organization.

(a) Discover shall, at its own cost and expense, unless otherwise agreed upon by the Parties in writing, design and develop such marketing, promotional and solicitation materials as it deems appropriate from time to time to promote the Credit Cards among the Organization Members. Discover shall market and promote the Credit Cards as it deems appropriate at its own cost and expense. The Organization shall endorse on an exclusive basis as provided herein all such promotions and solicitations by Discover related to the Program. Organization shall have the right to review and approve all Program marketing, promotional and solicitation materials that bear or contain a Mark, such approval not to be unreasonably withheld, conditioned or delayed; provided however, that Organization's approval right shall not extend to content in such materials which Discover determines to be required by Applicable Law.

(b) Organization shall, at its own cost and expense, unless otherwise agreed upon by the Parties in writing, use commercially reasonable efforts to support the marketing and advertising of the Program and Credit Cards,

including but not limited to : (i) providing prominent placement of information regarding the Program on the Northwestern University Athletics and Northwestern Alumni Association websites and prominent, functioning hyperlinks from the Northwestern University Athletics and Northwestern Alumni Association websites to web pages established by Discover that promote the Program and Credit Cards and include application materials for the Credit Cards; (ii) providing to Discover all production materials bearing Marks as may be required by Discover for the Program within ten (10) business days of Discover's request therefore; and (iii) engaging in other such promotional activities as Organization deems appropriate and as are agreed upon by Discover. Organization shall modify or remove Program information on its websites within 5 (5) business days of Discover's request. Organization shall provide Discover with the ability to access any and all pages within the Organization website(s) that pertain to the Program for purposes of monitoring and viewing the Program related information and materials on such pages. Discover agrees to use commercially reasonable efforts to promote this program for the first three years of the Term.

(c) The Parties agree that the Credit Cards shall be promoted and made available to the Organization Members through the Marketing Channels; provided, however, that Discover shall have sole discretion to adjust and/or stop usage of any Marketing Channels as it deems reasonable or appropriate. For the avoidance of doubt, each Marketing Channel used by the Organization to market or promote the Credit Cards shall promote no other credit cards.

(d) Organization shall, and shall cause any Organization Affiliates to, only provide information to or otherwise communicate with Organization Members or potential Organization Members about the Program with the prior written approval of Discover, except for current advertising and solicitation materials provided or approved by Discover. Notwithstanding the above, Organization may respond to individual inquiries about the Program from Organization Members on an individual basis, provided that such responses are accurate and consistent with the then-current materials provided or approved by Discover.

3.2 Organization Marketing/Promotional Activity.

(a) Organization may, upon prior written notice to Discover and subject to the prior written approval of and reasonable restrictions set forth by, Discover, directly market, promote and solicit applications for Credit Cards from Organization Members (each, a "Organization Direct Promotion"). Examples of Organization Direct Promotions may include Organization-conducted mailings or insertions, Organization newsletters or e-newsletters and Organization-conducted tabling efforts. All marketing, promotional and solicitation materials designed or developed by Organization to be used or distributed by Organization shall be subject to the prior approval of Discover in writing, and shall contain such coding as may be specified by Discover for tracking purposes. Discover shall have approval and control of the scope, timing, content, and continuation or cessation of each Organization Direct Promotion. All Credit Card applications used by Organization shall only be supplied by Discover. All expenses associated with Organization Direct Promotions and incurred by either Party shall be borne solely by the Organization.

(b) Organization shall comply with Discover's instructions and all Applicable Law as applicable to Organization and/or Discover, with regard to any Organization Direct Promotion.

3.3 Cross Marketing Rights.

Discover shall have the right, but not any obligation, to market debt cancellation/suspension protection, identity theft protection, credit monitoring, deposit products, other loan products and additional products as selected by Discover to Customers, via such Marketing Channels as may be selected by Discover from time to time

3.4 Marks.

(a) Grant of License to Use the Marks. Organization hereby grants to Discover and its Affiliates a limited license to use the Marks solely in connection with the Program and in connection with the Marked Plastics (as set forth in Section 3.8), including the creation, establishment, marketing, issuance and administration of and the provision of services related to, the Credit Cards and Marked Plastics, and pursuant to and as otherwise permitted under this Agreement. Such services shall include, subject to the terms of this Agreement, the solicitation of Customers and potential Customers,

the advertisement, marketing, or promotion of the Credit Cards, acceptance of applications for the Credit Cards, the issuance and reissuance of Credit Cards and related materials, the provision of Account administration services, the provision of billing statements and other correspondence relating to Accounts to Customers, and the extension and administration of credit to Customers. All use of the Marks is subject to prior review and approval by the Organization, and Discover shall submit requests for such review and approval no less than ten (10) business days in advance of its proposed use. Approvals shall not be unreasonably withheld, delayed or conditioned. The license hereby granted is solely for the use of Discover and its Affiliates and may be used as necessary to permit the exercise by Discover or its Affiliates of any of its or their rights under this Agreement, and/or the fulfillment of Discover's obligations under this Agreement. The licenses granted hereby may not be sublicensed without the prior written approval of the Organization. Discover shall cause any subcontractor or other third party utilizing any Mark on behalf of Discover to comply with all of the standards and limitations on the use of the Marks contained in this Section 3.4 or as otherwise specified by Organization. This license shall be transferred upon permitted assignment of this Agreement. Nothing stated in this Agreement prohibits Organization from granting to other persons a license to use the Marks in conjunction with the provision of any other service or product, except for any Exclusive Product (as set forth in Article I above).

(b) Tennination of License. The license granted in this Section 3.4 shall remain in effect for the duration of this Agreement and shall apply to the Marks, notwithstanding the transfer of such Marks by operation of law or otherwise to any permitted successor Person. Upon termination of this license, all rights in the Marks shall revert to the Organization and its Affiliates, and the goodwill connected therewith shall remain the property of the Organization and its Affiliates; provided however that upon tennination of this Agreement, Organization shall not attempt to cause the removal of Organization's identification or Marks from any person's fonn factors, checks or records of any Customer, or require the retrieval of any materials otherwise distributed and/or existing as of the effective date of termination of this Agreement.

(c) Ownership of the Marks. Discover acknowledges and agrees that: (i) the Marks, all rights therein, and the goodwill associated therewith, are, and shall remain, the exclusive property of the Organization; (ii) it shall take no action which will adversely affect the Organization and its Affiliates' exclusive ownership of the Marks, or the goodwill associated with the Marks (it being agreed that the offering, administration, or collection of Accounts, any adverse action letters, and any changes in tenns of Accounts as required by Applicable Law or pursuant to Discover's rights thereunder or under the tenns of this Agreement do not and shall not be deemed to adversely affect such goodwill); and (iii) any and all goodwill arising from use of the Marks by Discover shall inure solely to the benefit of the Organization and its Affiliates. Nothing herein shall give Discover any proprietary interest in or to the Marks, except the right to use the Marks in accordance with this Agreement, and Discover shall not contest the Organization's or its Affiliates' title in and to the Marks, except as necessary to enforce its indemnification rights hereunder.

(d) If as a result of a request by Organization for a change in or replacement of any Mark used in the Program by Organization, Discover incurs a cost or expense (e.g., the cost of reissuing replacement credit card plastics, of creating new marketing materials and/or of disposal of obsolete inventories), then Organization shall bear and/or promptly reimburse Discover for all such costs and expenses.

3.5 Discover Marks.

(a) Grant of License to Use the Discover Marks. Discover hereby grants to Organization a non-exclusive, royalty-free license to use the Discover Marks in the United States of America solely in connection with the marketing of, and the provision of services related to, the Credit Cards under the Program, and pursuant to, and as otherwise permitted under, this Agreement. Such services may include, subject to the terms of this Agreement, the solicitation of Organization Members and the advertisement, marketing, or promotion of the Credit Cards and/or the Program. All use of the Discover Marks by Organization shall be subject to the prior written approval of Discover. The license hereby granted is solely for the use of Organization and may be used as necessary to permit the exercise by Organization of any of its rights and/or the fulfillment of Organization's obligations under this Agreement. The license granted hereby may not be sublicensed by Organization without the prior written approval of Discover. Organization shall cause any subcontractor or other third party utilizing any Discover Mark on behalf of Organization to comply with all of the standards and limitations on the use of the Discover Marks contained in this Section 3.5 or as otherwise specified by Discover. This license shall be

transferred upon permitted assignment of this Agreement. Nothing stated in this Agreement prohibits Discover from granting to other persons a license to use the Discover Marks in conjunction with the provision of any service or product.

(b) Tennation of License. The license granted in this Section 3.5 shall remain in effect for the duration of this Agreement and shall apply to the Discover Marks, notwithstanding the transfer of such Discover Marks by operation of law or otherwise to any permitted successor Person. Upon tennation of this license, all rights in the Discover Marks shall revert to Discover and/or its Affiliate(s), the goodwill connected therewith shall remain the property of Discover and its Affiliates, and the Organization shall discontinue immediately all use of the Discover Marks, or any of them, and any colorable imitation thereof.

(c) Ownership of the Discover Marks. Organization acknowledges and agrees that: (i) the Discover Marks, all rights therein, and the goodwill associated therewith, are, and shall remain, the exclusive property of Discover; (ii) it shall take no action which will adversely affect Discover's and/or its Affiliate's exclusive ownership of the Discover Marks, or the goodwill associated with the Discover Marks; and (iii) any and all goodwill arising from use of the Discover Marks by Organization shall inure to the benefit of Discover and/or its Affiliates. Nothing herein shall give Organization any proprietary interest in or to the Discover Marks, except the right to use the Discover Marks in accordance with this Agreement, and Organization shall not contest Discover's or its Affiliates' title in and to the Discover Marks, except as necessary to enforce its indemnification rights hereunder.

3.6 Lists.

(a) At Discover's request, the Organization shall promptly provide as complete a List as possible to Discover, unless Discover requests a portion of such List. Updated Lists shall be supplied upon Discover's request but no more than once every three (3) months during the Term. All such Lists shall be provided to Discover by the Organization at no cost to Discover. Organization shall provide the first List, containing all non-duplicate names, with all corresponding information, as soon as possible but no later than thirty (30) days after Organization executes this Agreement. Except as required by Applicable Law, Organization shall not modify its privacy policy or business practices (nor permit any Affiliate to take any similar action) in a manner reasonably likely to reduce the number of Organization Members included on the Lists, or to prevent Organization from providing such Lists as contemplated by this Agreement.

(b) Discover shall use Lists on a basis consistent with the terms of this Agreement, to market the Credit Cards and the Program, and shall not rent, use or permit any third party handling such Lists to use them for any other purpose without the express written consent of Organization. Discover shall have the sole right to designate Organization Members on the List(s) to whom marketing material will not be sent. Except as set forth in this Section 3.6, Lists provided by the Organization are and shall remain the sole property of Organization. Notwithstanding the foregoing, to the extent that (i) such information is available to Discover from another source, or (ii) Discover obtains any information as a result of an Account relationship or an application for an Account relationship with any Customer, Discover may retain all such information as a part of Discover's own files and such information shall not be subject to the terms and conditions of this Agreement.

(c) Upon the tennation of this Agreement, Discover will, subject to Applicable Law or any standard policies and procedures of Discover requiring their retention, return or destroy any Lists provided by Organization. Any Lists not so returned or destroyed shall be maintained only to the extent required and in accordance with the confidentiality obligations set forth in Article VI.

3.7 Exclusivity.

(a) During the term of this Agreement, and unless Discover shall specifically otherwise consent in writing, Organization shall endorse the Program and the Credit Cards exclusively and Organization shall not, and shall cause each of its Affiliates to not, whether acting individually or in conjunction with others, directly or indirectly: (i) license or use, or allow any other Person to license or use, any of the Marks in relation to or otherwise for promoting, offering or using with, any Exclusive Product; (ii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its Lists or information about any Organization Members for the

purpose of promoting any Exclusive Product; and (iii) sponsor, advertise, issue, support, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Discover) the providing of, any Exclusive Product.

(b) Notwithstanding anything in this Agreement to the contrary, Organization may, during the one hundred and eighty (180) days preceding the end of the current term or any renewal term, as applicable, solicit proposals for programs offering and/or enter into discussions with any organization for the providing of Exclusive Products of any entity other than Discover; provided however, that no such agreement(s) for the provision of Exclusive Products may have an effective date prior to the effective date of termination of this Agreement.

3.8 Marked Plastics.

(a) The Parties acknowledge and agree that notwithstanding any other provision of this Agreement, Discover may in its discretion offer to Persons who are cardholders of Discover credit card accounts established by Discover outside of this Program, the opportunity to request, select and obtain a credit card plastic bearing the Marks approved by Organization for use in connection with this Program (each, a "Marked Plastic"). Organization agrees that, notwithstanding any other provision of this Agreement, its approval of Credit Card plastic designs utilizing a Mark for use in this Program shall also constitute its approval for Discover to offer and use such card plastic designs for Marked Plastics in the manner contemplated by this Section 3.8.

(b) For the avoidance of doubt, and notwithstanding any other provision of this Agreement, credit card accounts established by Discover outside of this Program in connection with which Marked Plastics are offered and provided as an option for cardholders thereof shall not be deemed Accounts under this Agreement, and any such Marked Plastics issued shall not be deemed Credit Cards under this Agreement; provided however, if the primary cardholder of such credit card account has selected a Marked Plastic as his or her most recently activated card plastic, such credit card account shall be deemed an Account under this Agreement, and such Marked Plastic shall be deemed a Credit Card hereunder, in each case so long as a Marked Plastic remains the last activated card plastic for such cardholder with respect to such credit card account (a "Converted Account"). Converted Accounts shall not generate Royalties under Sections 2(a), 2(b) or 2(d) of Schedule C.

(c) Each Marked Plastic issued by Discover as of the effective date of termination of this Agreement (which is not deemed a Credit Card under this Agreement as provided in Section 3.8(b), above), may continue to be utilized through and including the next "valid thru" date (i.e., the expiration date) associated with such Marked Plastic, as applicable. Upon termination of this Agreement, Organization shall not attempt to cause the removal of its Marks from any Marked Plastics existing as of the effective date of termination of this Agreement. This Section 8.3(c) shall survive the termination of this Agreement.

ARTICLE IV ECONOMICS AND REPORTING

4.1 Economics.

During the Tenn, Discover shall pay to the Organization compensation in accordance with the provisions set forth on Schedule C attached hereto.

4.2 Reporting.

During the Tenn, Discover shall keep and maintain complete and accurate records reflecting transaction data with respect to the Credit Cards, number of Accounts, and the determination of the fees as set forth in Schedule C. Discover shall keep such records in accordance with its own then-current internal records retention policies and procedures.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Organization. Organization makes the following representations and warranties to Discover as of the Effective Date and at all times thereafter throughout the Tenn:

(a) It is duly organized, validly existing and in good standing under the laws of the **State of Illinois**.

(b) It has all necessary power to execute and deliver this Agreement and to perform its obligations under this Agreement. The negotiation, execution, delivery and performance of this Agreement and all instruments and documents to be delivered thereunder by Organization have been duly authorized by all necessary or proper corporate action of Organization.

(c) This Agreement constitutes a legal, valid and binding obligation of Organization, enforceable against Organization in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(d) No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement by Organization, except such as have been obtained and are in full force and effect.

(e) The negotiation, execution, delivery and performance of this Agreement by Organization will not constitute a violation of any Applicable Law applicable to Organization.

(f) It has the right and power to license the Marks to Discover for use as contemplated by this Agreement, and to provide the Lists to Discover for the promotion of the Program.

(g) The negotiation, execution, delivery and performance of this Agreement and all instruments and documents to be delivered thereunder: (i) do not and will not contravene any provisions of its organizational documents; and (ii) will not conflict with or result in the breach of or constitute a default under any material agreement, or other instrument to which it is a party or by which it or any of its assets or property are bound.

(h) It is not in default in any material respect of any material contract, agreement, or other instrument to which it is a party nor has it received any notice of default under any such material contract, agreement, or other instrument, other than defaults which would not have a material adverse effect on its ability to execute this Agreement or perform its obligations under this Agreement.

5.2 Representations and Warranties of Discover. Discover makes the following representations and warranties to Organization as of the Effective Date and at all times thereafter throughout the Tenn:

(a) It is duly chartered and validly existing under the laws of the State of Delaware and federal law.

(b) It has all necessary power to execute and deliver this Agreement and to perform its obligations under this Agreement. The negotiation, execution, delivery, and performance of this Agreement and all instruments and documents to be delivered thereunder by Discover have been duly authorized by all necessary or proper corporate action of Discover.

(c) This Agreement constitutes a legal, valid and binding obligation of Discover, enforceable against Discover in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(d) No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement by Discover, except such as have been obtained and are in full force and effect.

(e) The negotiation, execution, delivery and performance of this Agreement by Discover will not constitute a violation of any Applicable Law applicable to Discover.

(f) It has the right and power to license the Discover Marks to Organization for use as contemplated by this Agreement in connection with the Program.

(g) The negotiation, execution, delivery and performance of this Agreement and all instruments and documents to be delivered thereunder: (i) do not and will not contravene any provisions of its organizational documents; and (ii) will not conflict with or result in the breach of, or constitute a default under any material agreement, or other instrument to which it is a party or by which it or any of its assets or property are bound.

(h) It is not in default in any material respect of any material contract, agreement, or other instrument to which it is a party nor has it received any notice of default under any such material contract, agreement, or other instrument, other than defaults which would not have a material adverse effect on its ability to execute this Agreement or perform its obligations under this Agreement.

ARTICLE VI CONFIDENTIALITY

6.1 Confidential Information.

(a) "Confidential Information" of a Party means (i) information that is provided by or on behalf of such Party (the "Disclosing Party") to the other Party or its agents or representatives (each, a "Receiving Party") in connection with the Credit Cards, the Program or this Agreement, and/or (ii) information about such Party or its Affiliate, or their respective businesses or employees, that is otherwise obtained by the other Party in connection with the Credit Cards, the Program or this Agreement, in each case including: (A) information concerning marketing plans, marketing philosophies, objectives and financial results; (B) information regarding business systems, methods, processes, financing data, programs and products; (C) information unrelated to the Credit Cards or the Program obtained by the other Party in connection with this Agreement, including by accessing or being present at the business location of the other Party; (D) proprietary technical information, including source codes; (E) competitive advantages and disadvantages, technological development, sales volume(s), business relationships and methods of transacting business, operational and data processing capabilities, and systems software and hardware and the documentation thereof; (F) other information regarding the business or affairs of the other Party or its Affiliates or the transactions contemplated by this Agreement that such other Party or its Affiliate reasonably considers confidential or proprietary; and (G) any copies, excerpts, summaries, analyses or notes of the foregoing. The Parties agree that the terms of this Agreement shall be Confidential Information belonging to both Parties.

(b) The obligations with respect to Confidential Information shall not apply to Confidential Information (other than the terms of this Agreement) that: (i) the Receiving Party or its personnel already know at the time it is disclosed, and is free of any obligation to keep such information confidential at the time of its disclosure, each as shown by their written records; (ii) is or becomes publicly known without breach of this Agreement provided that this exception does not apply to Customer information as described in Section 6.1(a)(i); (iii) the Receiving Party rightfully received from an unrelated third party authorized to disclose it without restriction; or (iv) the Receiving Party, its agents or subcontractors, developed independently without the use of or reference to any Confidential Information.

6.2 Limits on Use and Disclosure.

(a) Each Party shall comply with, and use commercially reasonable efforts to cause its respective Affiliates, directors, officers, employees, representatives and other agents to comply with the provisions of this Section 6.2.

(b) A Receiving Party shall not use or disclose Confidential Information of the Disclosing Party except: (i) to perform its obligations or to exercise or enforce its rights with respect to this Agreement; (ii) as expressly permitted by this Agreement; (iii) with the prior written consent of the Disclosing Party; (iv) pursuant to a subpoena, summons, civil investigative demand or other order requesting information that is issued through any judicial, executive or legislative process (each, a "Governmental Request"); or (v) based on advice of legal counsel, Receiving Party is required by Applicable Law to disclose. To the extent required by law, Organization may disclose this Agreement under the Credit Card Accountability Responsibility and Disclosure Act of 2009.

(c) A Receiving Party shall use commercially reasonable efforts to: (i) limit access to the Disclosing Party's Confidential Information to those employees, authorized agents, vendors, consultants, service providers and contractors who have a reasonable need to access such Confidential Information in connection with the Credit Cards, the Program or other purposes permitted by this Agreement, and (ii) obtain contractual confidentiality commitments substantially similar to those set forth in this Section 6.2 from each vendor, consultant, service provider or contractor to which the Receiving Party provides access to the Disclosing Party's Confidential Information.

(d) Notwithstanding anything else contained in this Agreement, a Party will not be obligated to take any action with respect to the collection, use or disclosure of information with respect to the Credit Cards or the Program that such Party believes in good faith would cause, or is reasonably likely to cause, either Party to violate any Applicable Law (including privacy and security laws and the reuse and re-disclosure provisions of the GLBA).

6.3 Governmental Requests/Applicable Law Requirements.

(a) If a Receiving Party receives a Governmental Request to disclose any Confidential Information of the Disclosing Party, excluding requests received by Discover from any regulatory agency with jurisdiction over Discover or any of its activities, or the Receiving Party otherwise concludes based on advice of counsel that disclosure is otherwise required by Applicable Law, then the Receiving Party shall, to the extent allowed or not prohibited by Applicable Law: (i) notify the Disclosing Party thereof promptly after receipt of such request; (ii) consult with the Disclosing Party on the advisability of taking steps to resist or vary such request; and (iii) if disclosure is required or deemed advisable, cooperate with the Disclosing Party in any attempt by the Disclosing Party to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information of the Disclosing Party.

(b) Each Party agrees, prior to filing any copy of this Agreement with any Governmental Authority, to consult with the other Party with respect to redacting, to the maximum extent practical and consistent with Applicable Law, portions of this Agreement. Notwithstanding the foregoing, the provisions of this Section 6.3 shall not apply to disclosures made by Discover to any regulatory agency, except in the event that a regulatory agency notifies Discover that such agency is initiating a material inquiry specifically regarding the Credit Cards or the Program itself, and disclosure to the Organization of such notification and related communications by Discover to such agency is not prohibited by Applicable Law.

6.4 Disposition of Confidential Information. The Receiving Party shall comply with the Disclosing Party's reasonable instructions regarding the disposition of the Disclosing Party's Confidential Information after the effective date of termination of this Agreement. Such instructions may include, to the extent reasonably practicable, the return or destruction of any and all of the Disclosing Party's Confidential Information (including any electronic or paper copies, reproductions, extracts or summaries thereof) and certification of compliance with this Section 6.4 by an officer; provided, that such return or destruction shall not be required for Confidential Information (a) required to be retained pursuant to the Receiving Party's disaster recovery plan, or (b) that has been submitted to the Receiving Party's board of directors or a Governmental Authority; and provided, further, that the Receiving Party in possession of the Disclosing Party's Confidential Information may retain a copy of such Confidential Information to the extent required by Applicable Law, which copy shall be used solely to comply with such Applicable Law.

6.5 Injunctive Relief. Each Receiving Party agrees that any unauthorized use or disclosure of Confidential Information of the Disclosing Party may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, the Receiving 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 to promptly 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 as mutually agreed in writing by the Parties hereto to limit, stop or otherwise remedy such misappropriation, disclosure or use..

ARTICLE VII PRIVACY AND DATA SECURITY

7.1 Privacy.

(a) Each Party shall comply with the applicable terms and provisions of Title V, Subtitle A of the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq., as it may be amended from time to time ("GLBA") and the regulations issued thereunder, as the same may be amended from time to time ("Regulations"), including the provisions of the GLBA and the Regulations regarding the use and re-use, and the disclosure and re-disclosure, of "nonpublic personal information" as such term is defined in the GLBA and the Regulations ("Nonpublic Personal Information"). Without limiting the foregoing, each Party shall implement and maintain appropriate administrative, technical and physical safeguards to ensure and protect the security, confidentiality and integrity of all Nonpublic Personal Information received in connection with this Agreement against any anticipated or reasonably likely security threats or hazards.

(b) Each Party shall comply with the privacy policy of Discover, as may be amended from time to time by Discover in its discretion (the "Privacy Policy").

(c) Each Party shall not disclose to any Person other than Affiliates without prior consent of the other Party or use any Nonpublic Personal Information that it obtains from a Customer or the other Party except to carry out the purposes for which the Nonpublic Personal Information was disclosed to such Party.

(d) Each Party shall have a program to detect and respond to any information security breach affecting Customer information, including procedures for notifying Customers affected by a security breach if and as required by Applicable Law.

7.2 Collection, Ownership and Use of Program Consumer Information.

(a) The Parties recognize that the Customers are or may be customers of both parties and, thus, that each Party has certain ownership and use rights in the information relating to Customers that are customers of both parties. The Parties acknowledge that the same or similar information may be included in Program Consumer Information and Organization Information and, to the extent that information is both Program Consumer Information and Organization Information: (i) Discover shall retain its ownership and use rights in such Program Consumer Information and (ii) the Organization shall retain its ownership and use rights in such Organization Information, subject to the limitations, if any, set forth in this Agreement.

(b) Discover is the owner of all information that is provided to Discover by potential Customers or Customers, or by third parties in connection with processing each Credit Card application, servicing each Account, or otherwise fulfilling its obligations under this Agreement, including any transaction information obtained by Discover in processing transactions with Credit Cards or on Accounts. The information described in this Section 7.2(b), and the information derived therefrom, is referred to as "Program Consumer Information."

(c) Organization is the owner of the information, and the information derived therefrom, that the Organization collects outside of the Program pursuant to this Agreement with respect to Organization Members, including but not limited to the List (collectively, the "Organization Information").

ARTICLE VIII TERMINATION

8.1 Tenn.

(a) Initial Tenn. This Agreement, unless earlier terminated in accordance with its terms, shall take effect on the Launch date and shall remain in full force and effect until September 1, 2020 (the "Initial Tenn.").

(b) Renewal Term. Following the Initial Term, this Agreement shall extend for successive one year periods (each such period, a "Renewal Term" and together with the Initial Term, the "Term"), upon written agreement of both Parties..

(c) Agreement Termination. Upon termination of this Agreement, the Parties shall mutually cooperate to wind down the Program. No new Credit Card form factors will be issued by Discover after the effective date of termination; provided, all Credit Card form factors issued by Discover as of the date of termination of this Agreement will be permitted to continue to be used by card members in accordance with the terms of this Agreement through and including the next "valid thru" date (i.e., the expiration date) associated with each such form factor.

8.2 Termination Rights.

(a) Default. Discover or the Organization, as applicable, shall have the right to terminate this Agreement upon not less than sixty (60) days prior written notice if a material default by the other Party in the performance of its obligations under, or its compliance with the terms and conditions of this Agreement has occurred and continues for a period of thirty (30) days after receipt by the defaulting Party of written notice thereof from the non-defaulting Party (setting forth in reasonable detail the nature of the default).

(b) Insolvency. This Agreement shall be immediately terminated, without the requirement of further action or notice by either Party in the event that a Party : (i) shall become subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings (including the takeover of a Party by a Governmental Authority) pursuant to Applicable 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) Change in Applicable Law. Both Parties shall have the right to terminate this Agreement effective as specified in its written termination notice to the other Party in the event that the terminating Party reasonably determines that: (i) any material change in Applicable Law makes or foreseeably will make the continued performance of this Agreement under its current terms and conditions illegal for the terminating Party, or results or will foreseeably result in the terminating Party's inability to perform any of its material obligations and/or exercise any of its material rights under this Agreement, (ii) the terminating Party has given written notice of such material change to the other Party, and (iii) the Parties are unable to reach agreement on acceptable modifications to this Agreement after good faith negotiations for a period of sixty (60) days following receipt of the written notice set forth in clause (ii).

(d) Account Threshold. Discover shall have the right to terminate this agreement on 90 days advance written notice to Organization if Discover has not issued 3,000 Accounts under the Program(s) and Organization shall have right to terminate this Agreement on 90 days advance written notice to Discover if Discover has not issued 1,000 Accounts under the Program(s) under this Agreement within forty-two (42) months after the Launch of the first Program hereunder; provided, prior to exercising such termination right, the terminating Party shall first notify the other Party in writing of the underperforming nature of the Program(s) and shall work with the other Party for a period of six (6) months from the date of such initial notice to resolve the under performing nature of the Program(s). If issued Accounts do not equal or exceed 3,000 or 1,000 Accounts, as applicable, by the end of such six month period, the terminating Party may then exercise the termination right detailed in this Section 8.2(d).

8.3 Effect of Agreement Termination.

(a) Upon and after the effective date of termination of this Agreement: (i) all Accounts that have been opened pursuant to this Agreement, together with all Accounts for which applications have been received but not yet processed by Discover as of the effective date of termination, shall remain the property of Discover; (ii) Discover shall conclude all solicitation as may be required by Applicable Law; (iii) Discover may issue non-NU-branded credit cards to potential Customers whose applications are received after the effective date of termination; and (iv) Discover may, but shall not be obligated to, replace the Credit Cards with any payment card product offered by Discover or its Affiliate(s) and without reference to the Organization on any such replacement credit card; (v) all obligations of the Parties set forth in this Agreement shall cease on the effective date of termination except as specifically set forth herein; and (vi) Discover's obligations to pay the fees and other amounts set forth in Schedule C shall cease immediately on the effective date of termination; provided, that any such fees and other amounts shall be reconciled and paid to the effective date of termination. Notwithstanding the foregoing, Discover may issue Organization branded cards post-termination to customers who apply for offers available in the market prior to termination if the respond-by date for the offer has not passed. Upon any notice of termination of this Agreement by Organization, Discover shall not undertake any new marketing campaigns to market Accounts under the Program. For the sake of clarity, active web pages and card design selection pages shall not be considered new marketing campaigns.

(b) Each Party shall have the right of prior review and approval of any notice to Organization Members in connection with, relating or referring to the termination of this Agreement. .

(c) Organization agrees that neither Organization nor any of its Affiliates shall, for a period of one (1) year immediately following the effective date of termination of this Agreement, by itself or in conjunction with others, directly or indirectly, target any offer of any Exclusive Product to Persons who were Customers. Notwithstanding the foregoing, Organization may, after the effective date of termination of this Agreement, offer Persons who were Customers the opportunity to participate in another Exclusive Product endorsed by Organization, provided the opportunity is not only made available to such Persons but rather as a part of a general solicitation to all Organization Members, and provided further that no Persons are directly or indirectly identified as a customer of Discover, or offered any term or incentive that is different from those offered to all Organization Members.

ARTICLE IX INDEMNIFICATION

9.1 Indemnification.

(a) Organization agrees to protect, indemnify, defend and hold harmless Discover, its Affiliates, and each of their respective shareholders, employees, agents, subcontractors, representatives, officers, directors and assigns, from and against any and all Indemnified Losses to the extent such Indemnified Losses arise out of or are connected with, or result from:

(i) any material breach by Organization of any of the terms, covenants, representations, warranties, or other provisions contained in this Agreement or any other instrument or document delivered by Organization to Discover in connection herewith or therewith;

(ii) the failure by Organization to comply with Applicable Law in connection with its obligations under this Agreement;

(iii) the negligent act or omission, or the willful misconduct of Organization or any of its employees, agents, subcontractors, representatives, officers, directors and assigns in connection with or relating to the Program; and/or

(iv) the Mark license granted herein or from Discover's use of the Marks in reliance thereon, or from the use of any List(s) by Discover for the promotion of the Program, so long as such use is in compliance with the terms of this Agreement.

(b) Discover agrees to protect, indemnify, defend and hold harmless Organization, its AtIIIlates, and each of their respective shareholders, employees, agents, subcontractors, representatives, officers, directors and assigns, from and against any and all Indemnified Losses to the extent such Indemnified Losses arise out of are connected with, or result from:

(i) any material breach by Discover of any of the terms, covenants, representations, warranties, or other provisions contained in this Agreement or any other instrument or document delivered by Discover to Organization in connection herewith or therewith;

(ii) the failure by Discover to comply with Applicable Law in connection with its obligations under this Agreement;

(iii) the negligent act or omission, or the willful misconduct of Discover or any of its employees, agents, subcontractors, representatives, officers, directors and assigns in connection with or relating to the Program; and/or

(iv) the Discover Mark license granted herein or from Organization's use of the Discover Marks in reliance thereon.

9.2 Notice.

If a Party receives notice of any Claim (a "Claim Notice") for which indemnification may be available under this Agreement (the "Indemnified Party"), the Indemnified Party must promptly notify the other Party (the "Indemnifying Party") in writing of the Claim, including, if possible, the amount or estimate of the amount of liability arising from it. The Indemnified Party shall use its commercially reasonable efforts to provide notice to the Indemnifying Party no later than fifteen (15) days after receipt by the Indemnified Party in the event a suit or action has commenced, or thirty (30) days under all other circumstances; provided, that the failure to give such notice shall not relieve an Indemnifying Party of its obligation to indemnify except to the extent the Indemnifying Party is materially prejudiced by such failure.

9.3 Right to Defend Claims; Coordination of Defense.

(a) The Indemnifying Party shall have the right to defend any such Claim at its expense and in the name of the Indemnified Party, and shall select the counsel for the defense of such Claim as approved by the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in the conduct of the defense against such Claim.

(b) Notwithstanding the foregoing, the Indemnifying Party shall not have the right to defend any such Claim if: (i) it fails to employ counsel approved by the Indemnified Party to assume the defense of such Claim or refuses to replace such counsel upon the Indemnified Party's reasonable request, as provided for herein; or (ii) such Claim seeks an injunction, cease and desist order, or other equitable relief against the Indemnified Party. In each such case described in clauses (i) and (ii) above, the Indemnified Party shall have the right to direct the defense of the Claim and retain its own counsel, and the Indemnifying Party shall pay the cost of such defense, including reasonable attorneys' fees and expenses. The Parties agree to cooperate in good faith to coordinate the defense of any Claim that may give rise to indemnification obligations of more than one Party or that may include allegations that are not subject to indemnification.

9.4 Indemnifying Party Election.

If the Indemnifying Party elects and is entitled to compromise or defend a Claim, it shall within thirty (30) days (or sooner, if the nature of the Claim so requires) notify the Indemnified Party of its intent to do so, and the Indemnified Party shall, at the expense of the Indemnifying Party, reasonably cooperate in the defense of such Claim. In such case, the Indemnified Party shall have the right to participate in the defense of any Claim with counsel selected by it; provided, that the fees and disbursements of such counsel shall be at the expense of the Indemnified Party.

9.5 Settlement of Claims.

The Indemnifying Party shall have no obligation to pay the monetary amount of the settlement of any Claim entered into by the Indemnified Party without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, delayed or conditioned). Notwithstanding the Indemnifying Party's right to direct the defense against any Claim, the Indemnifying Party shall not have the right to compromise or enter into an agreement settling any Claim which imposes liability or obligations on the Indemnified Party without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, delayed or conditioned), and shall not compromise or enter into an agreement settling any Claim, which does not impose liability or obligations, without prior written notice to, and consultation with, the Indemnified Party. Notwithstanding the foregoing, the Indemnifying Party may, upon prior written notice to and consultation with, the Indemnified Party, compromise or enter into a settlement agreement that involves solely the payment of money by the Indemnifying Party, provided such settlement includes a complete, unconditional, irrevocable release of the Indemnified Party with respect to such Claim.

9.6 Subrogation.

The Indemnifying Party shall be subrogated to any Claims or rights of the Indemnified Party as against any other Persons with respect to any amount payable by the Indemnifying Party under this Article IX. The Indemnified Party shall reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in the assertion by the Indemnifying Party of any such Claim against such other Persons.

**ARTICLE X
DISPUTE RESOLUTION**

10.1 Dispute Resolution.

Except as provided in Section 10.4 hereof, any dispute, controversy, Claim or disagreement between the Parties hereto arising from, relating to or in connection with this Agreement, any agreement, certificate or other document referred to herein or delivered in connection herewith, or the relationships of the Parties hereunder or thereunder, including questions regarding the interpretation, meaning or performance of this Agreement, and including Claims based on contract, tort, common law, equity, Applicable Law or otherwise (each, a "Dispute") shall be resolved in accordance with this Article X.

10.2 Informal Dispute Resolution.

Upon the written request of either Party, an authorized Vice President of the Organization will meet with a Discover Vice President (by conference telephone call or in person at a mutually agreeable site) within seventy-two (72) hours after the receipt by the other Party of such written request for the purpose of resolving such unresolved Dispute.

10.3 Arbitration.

(a) If the Parties are unable to resolve the Dispute within thirty (30) days after commencement of the informal dispute resolution process set forth in Section 10.2, either Party may give the other Party notice of the existence of a continuing impasse and shall thereafter immediately submit the Dispute to binding arbitration in accordance with the following provisions of this Agreement, regardless of the amount in controversy or whether such Dispute would otherwise be considered justifiable or ripe for resolution by a court or arbitration panel.

(b) Any such arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its current Commercial Arbitration Rules (the "AAA Rules"), except to the extent that the AAA Rules conflict with the provisions of this Agreement, in which event the provisions of this Agreement shall control.

(c) Unless otherwise agreed by the Parties, the arbitration panel (the "Panel") shall consist of three neutral arbitrators ("Arbitrators"), each of whom shall be an attorney having five or more years of experience in the primary

area of law as to which the Dispute relates, and shall be appointed in accordance with the AAA Rules (the "Basic Qualifications"); except if the amount in controversy is reasonably likely to be less than \$1,000,000, in which case the Panel shall consist of one Arbitrator.

(d) Should an Arbitrator refuse or be unable to proceed with arbitration proceedings, a substitute Arbitrator possessing the Basic Qualifications shall be appointed by the AAA. If an Arbitrator is replaced after the arbitration hearing has commenced, then a rehearing shall take place in accordance with the provisions of this Agreement and the AAA Rules.

(e) The arbitration shall be conducted in Chicago, Illinois.

(f) The Panel may in its discretion order a pre-exchange of information including production of documents, exchange of summaries of testimony or exchange of statements of position and shall schedule promptly all discovery and other procedural steps and otherwise assume case management initiative and control to effect an efficient and expeditious resolution of the Dispute.

(g) At any oral hearing of evidence in connection with any arbitration conducted pursuant to this Agreement, each Party and its legal counsel shall have the right to examine its witnesses and to cross-examine the witnesses of the other Party. No testimony of any witness shall be presented in written form unless the opposing Party shall have the opportunity to cross-examine such witness, except as the Parties otherwise agree in writing and except under extraordinary circumstances where, in the opinion of the Panel, the interests of justice require a different procedure.

(h) Within fifteen (15) days after the closing of the arbitration hearing, the Panel shall prepare and distribute to the Parties a written award. The Panel shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, and shall award interest on any monetary award from the date that the loss or expense was incurred by the successful Party. In addition, the Panel shall have the authority to decide issues relating to the interpretation, meaning or performance of this Agreement, any agreement, certificate or other document referred to herein or delivered in connection herewith, or the relationships of the Parties hereunder or thereunder, even if such decision would constitute an advisory opinion in a court proceeding or if the issues would otherwise not be ripe for resolution in a court proceeding, and any such decision shall bind the Parties in their performance of this Agreement and such other documents.

(i) Except as necessary in court proceedings to enforce this arbitration provision or an award rendered hereunder, to obtain interim relief, or as otherwise required by Applicable Law, neither of the Parties nor any arbitrator shall disclose the existence, content or results of any arbitration conducted hereunder without the prior written consent of the Parties.

U) To the extent that the relief or remedy granted in an award rendered by the Panel is relief or a remedy on which a court could enter judgment, a judgment upon the award rendered by the Panel may be entered by any court specified in Section 12.14 hereof. Otherwise, the award shall be binding on the Parties in connection with their obligations under this Agreement and in any subsequent arbitration or judicial proceedings between the Parties.

(k) The Parties agree to share equally the cost of any Arbitration, including the administrative fee, the compensation of the Arbitrators and the costs of any neutral witnesses or proof produced at the direct request of the Panel.

(l) Notwithstanding the choice of law provision set forth in Section 12.13, The Federal Arbitration Act, 9 U.S.C. §§1 to 14, except as modified hereby, shall govern the enforcement of this Article X.

10.4 Recourse to Courts and Other Remedies.

Notwithstanding the dispute resolution procedures contained in this Agreement, any Party may at any time apply to any court specified in Section 12.14: (a) to enforce the agreement to arbitrate; (b) to seek injunctive or other equitable relief with respect to any dispute involving: (i) misuse or release, or threatened misuse or release, of Confidential Information; (ii) the ownership, ability to utilize, or infringement of intellectual property; or (iii) other breach or threatened

breach of the Agreement in connection with which a Party deems it necessary or advisable to seek injunctive or other equitable relief; (c) to avoid the expiration of any applicable limitation period; or (d) to preserve a superior position with respect to other creditors. The Parties expressly waive all rights whatsoever to file an appeal against or otherwise to challenge any award by the Arbitrators hereunder, provided that a Party may enforce an arbitration judgment pursuant to 9 U.S.C. §9.

ARTICLE XI LIMITED LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (WHETHER IN NEGLIGENCE OR STRICT LIABILITY) OR OTHER LEGAL OR EQUITABLE THEORY, OR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED THAT THIS LIMITATION SHALL NOT LIMIT A PARTY'S INDEMNITY OBLIGATIONS UNDER SECTIONS 9.1(a)(iv) OR 9(b)(iv), RESPECTIVELY, OR A PARTY'S OBLIGATION UNDER ARTICLE IX TO INDEMNIFY THE OTHER PARTY FOR A PAYMENT MADE BY SUCH OTHER PARTY TO AN UNAFFILIATED THIRD PARTY.

ARTICLE XII MISCELLANEOUS

12.1 Assignment.

(a) Any assignment by either Party of that Party's rights and/or obligations pursuant to this Agreement shall be subject to the prior written consent of the other Party to this Agreement, which consent shall not be unreasonably withheld, delayed or conditioned.

(b) Notwithstanding the foregoing, Discover may, without the prior consent of Organization, assign this Agreement and/or any of Discover's rights and obligations hereunder: (i) to any financial institution upon the condition that the assignee shall assume, either expressly or by operation of law, all of Discover's obligations hereunder to the extent assigned, upon the delivery of prior written notice thereof to Organization; (ii) to an Affiliate with the necessary resources to undertake Discover's obligations hereunder to the extent assigned; and/or (iii) to an entity that merges with Discover or acquires all or substantially all the assets and obligations of Discover. Discover may utilize the services of any third party in fulfilling its obligations under this Agreement and shall ensure that any such third party complies with all terms of this Agreement.

12.2 Entire Agreement/Amendment.

This Agreement, together with the Schedules hereto, which are expressly incorporated by reference herein and made a part hereof, contain the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all other prior understandings and agreements between the Parties with respect to the subject matter hereof and thereof, whether written or oral. This Agreement may not be amended except by written instrument signed by Discover and Organization. In the event of any express direct conflict between a provision in the body of this Agreement and in a Schedule, the provision in the Schedule shall prevail.

12.3 No Third Party Beneficiaries.

Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any Person other than Discover and Organization, or to make or render any such other Person a third-party beneficiary of this Agreement.

12.4 Non-Waiver of Default.

The failure of either Party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any right 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. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party unless in writing and executed by a duly authorized officer of each of the Parties. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereotnor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either Party may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

12.5 Severability.

If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were not a part of this Agreement.

12.6 Notices.

All notices, demands and other communications hereunder shall be in writing and shall be sent by certified mail return receipt requested, by hand, by facsimile with confirmation of receipt, or by nationally recognized overnight courier service addressed to the Party to whom such notice or other communication is to be given or made at such Party's address as set forth below, or to such other address as such Party may designate in writing to the other Party from time to time in accordance with the provisions hereof as follows:

If to Discover, to:

Discover Bank
2500 Lake Cook Road
Riverwoods, IL 60015
Fax No: (224) 405-4913
Attention: Mr. Harit Talwar
Executive Vice President - President US Cards

with a copy to:

General Counsel
Fax No: (224) 405-4584

If to the Organization, to:

Eugene S. Sunshine
Senior Vice President of Business & Finance

633 Clark St.
Evanston, IL 60208
Phone No: (847) 491-5534
E-mail: e-sunshine@northwestern.edu

with a copy to:

Brian S. Peters
Assistant Vice President for University Services
Northwestern University
1801 Maple Ave, Suite 2300
Evanston, IL 60201
Phone No: (847) 491-8420
Fax No: (847) 491-3849
E-mail: b-peters2@northwestern.edu

Office of General Counsel
Fax No.: (847) 467-3092

Any notice provided pursuant to this Section 12.7 shall be deemed given (i) if sent by certified mail, two Business Days after notice is sent, (ii) if sent by nationally recognized overnight courier service, on the next day on which such courier service makes deliveries in the ordinary course of its business, (iii) if delivered by hand, on the day of delivery, or (iv) if delivered by facsimile with confirmation of receipt, upon receipt of such confirmation by the sending Party. Any notice of termination of this Agreement sent by a Party shall also be sent by such Party to any other Person as may be required by Applicable Law.

12.7 Public Announcements.

(a) Except as otherwise set forth in this Agreement, as necessary to comply with Applicable Law, or with the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed), neither Party shall make, or cause to be made, any press release or make any public or private announcement in respect of the other Party, the Program or this Agreement or the transactions contemplated hereby, or otherwise communicate with any news media regarding the other Party, the Program or this Agreement. Notwithstanding the foregoing, Organization agrees that Discover may include Organization's name and Marks in connection with any materials listing marketing partners that Discover may publicize, provided any such use complies with the terms of Section 3.4(a).

12.8 Effect of Headings.

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

12.9 Interpretation.

This Agreement has been fully reviewed and negotiated by the Parties and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which Party or its counsel drafted the provision being interpreted.

12.10 Multiple Counterparts and Facsimile Signatures.

This Agreement may be executed in any number of multiple counterparts, all of which shall constitute but one and the same original. Facsimile signatures or portable document files (or "PDF") of signatures to this Agreement shall be effective.

12.11 No Agency.

Except as specifically provided in this Agreement, nothing contained in this Agreement shall authorize, empower or constitute Organization or Discover as agent of the other in any manner; authorize or empower Organization or

Discover to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of the other Party; or authorize or empower Organization or Discover to bind the other Party in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other Party or permit Organization or Discover to hold itself out as having the authority to do any of the foregoing.

12.12 Governing Law.

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of law provisions, and/or, if and as required, applicable federal law.

12.13 Consent to Jurisdiction.

Each Party hereto agrees that all actions, proceedings or counterclaims arising out of or relating to this Agreement or any of the transactions contemplated hereby, for which access to court is permitted under this Agreement, shall be brought in the United States District Court for the Northern District of Illinois (or, should such federal court lack competence to hear such actions, proceedings or counterclaims, in a state court with competent subject matter jurisdiction in Illinois) and that it shall in connection with any such actions, proceedings or counterclaims, submit to the jurisdiction of, and agree to venue in, either such court(s) and waives any objection to venue laid therein. For the purposes of such actions, proceedings, or counterclaims, service of process on a Party hereto shall be deemed effective if it is dispatched by certified mail return receipt requested to such Party's address as provided under the notice provisions of this Agreement.

12.14 WAIVER OF JURY TRIAL.

EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12.15 Force Majeure.

Neither Party shall be in breach hereunder or liable for non-performance to the extent such Party's performance is prevented by fire, earthquake, tornado, flood, explosion, embargo, interference by civil or military authority, strikes or other labor disputes, delays in transit or delivery, terrorism or terrorist activity, war, riot, governmental regulation or act, act of God or of public enemy, or by any other cause beyond such Party's reasonable control and without its fault or negligence (each, a "**Force Majeure Event**"). A Party's obligations to perform will be excused 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 performing its obligations under the Agreement that are dependent upon the prior or parallel performance of the non-performing Party. If a Force Majeure Event shall occur and be continuing for a period of sixty (60) days or more, then the Party not directly prevented from performing due to such Force Majeure Event shall have the right, so long as the Force Majeure Event continues, to terminate this Agreement upon not less than ninety (90) days prior written notice to the non-performing Party.

12.16 Cumulative Remedies.

Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party, whether at law, in equity, or otherwise.

12.17 Successors and Assigns.

This Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

SCHEDULE A

Discover Marks

1) DISCOVER

2)

DISCOVER[®]

SCHEDULE B

Organization Marks

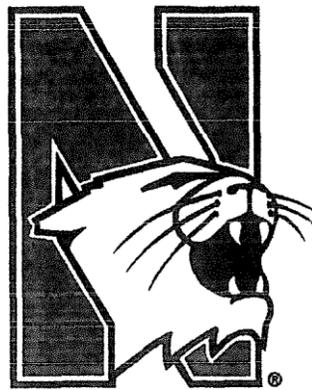
"Discover may use only the following verbiage from the attached Northwestern University logo style sheet: "Northwestern," "Northwestern University,"¹¹ and "NU."

Only font that cannot be used is "Goudy"

#1



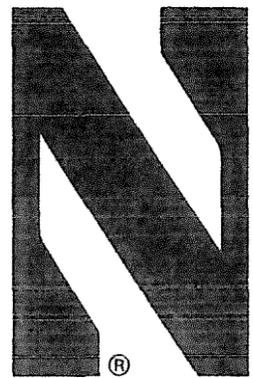
#2



#3



#5



#29



NORTHWESTERN
UNIVERSITY®

SCHEDULE C

Economics

1. **Advance Royalty Payments for Accounts.** Each of the following payments shall be made by wire transfer of immediately available funds to an account designated by the Organization in writing:

(a) **Initial Advance Payment.** Within forty-five (45) days following the Launch of the first Program hereunder, Discover shall pay to the Organization an amount equal to fifty seven thousand one hundred and forty two dollars (\$57,142) (the "Initial Advance"). The Initial Advance shall be an advance payment of Royalties earned during the term of this Agreement.

(b) **Subsequent Advance Payments.** Within 45 days of the first, second, third, fourth, fifth, and sixth anniversary of the effective date of this agreement, Discover shall pay to the Organization a subsequent advance payment of Royalties in an amount equal to \$57,142 (the "Subsequent Advance Payments").

(c) **Repayment of Advances.** Upon the expiration or termination of this Agreement for any reason other than Discover's uncured breach or Section 8.2 (e), if the Threshold Royalty Amount (as defined in Section 1.d below) exceeds the amount of the Royalties that would be due but for the payment of such advances, then Organization shall return the difference to Discover within thirty (30) days after the termination or expiration of this Agreement. For the sake of clarity, after the payment of the Initial Advance and the Subsequent Advance Payments, all Royalties hereunder will be paid on a quarterly basis only after the Initial Advance and Subsequent Advance Payments have been earned (i.e., offset) by Royalties that would otherwise would have been paid by Discover, as further detailed in Section 1.d below.

(d) **Additional Royalty Payments.** During the Term, the Organization shall earn Royalties for Accounts as set forth in Section 2 below. Once the Organization has earned Royalties in excess of the amount paid to date to the organization as outlined by 1.b and 1.c (the "Threshold Royalty Amount"), Discover shall pay to the Organization, within 45 days of the end of each calendar quarter, the Royalties earned by the Organization during such calendar quarter; provided, that with respect to the calendar quarter in which the Royalties earned by the Organization first exceed the Threshold Royalty Amount, the Royalties that Discover shall pay to the Organization for such quarterly period shall be the difference between the aggregate amount of Royalties earned by the Organization during the Term and the Threshold Royalty Amount. If at any point during this agreement, the total amount paid to the Organization by either the Initial Advance or Subsequent Advance Payments exceeds the total royalty payments earned, Additional Royalty Payments will cease until the Threshold Royalty Amount is met.

2. **Royalty Payments on Accounts.** Royalties for Accounts shall be comprised of the following payments and incentives (collectively, "Royalties"), and shall be earned by the Organization during the Term as follows:

(a) **New Organization Accounts Originated through Organization Communication Channels.** For each New Organization Account that is originated through Organization Communication Channels and achieves at least one-hundred dollars (\$100) of Net Sales Volume within six months of card activation, the Organization shall earn a Royalty in the amount of One Hundred dollars (\$100).

For purposes of this Agreement, the term "Organization Communication Channels" means any Marketing Channels that are fully funded, staffed or hosted by the Organization. E-mail marketing shall be transmitted only by Organization, and not by Discover, and such e-mails shall be authored and approved by Discover. E-mail marketing shall be considered an Organization Communication Channel.

(b) New Organization Accounts Originated through Discover Marketing Channels. For each New Organization Account that is originated through Discover Marketing Channels, the Organization shall earn a Royalty in the amount of one dollar (\$1) once the first transaction is conducted on such New Organization Account.

For purposes of this Agreement, the term "Discover Marketing Channels" means any Marketing Channels that are fully or partially funded, staffed or hosted by Discover.

(c) Sales Volume Incentive. Each calendar quarter, the Organization shall earn Royalties equal to twenty basis points (0.20%) on Aggregate Net Sales Volume during such quarter on New Organization Accounts; and one (1) bps on Aggregate Net Sales Volume during such quarter on New Alternative Organization Accounts; provided, that if the primary account holder of any New Organization Account or New Alternative Organization Account deactivates such Account or converts such Account to another Discover card product that is not contemplated by this Agreement, then no further Royalties shall be earned with respect to such Account.

(d) New Alternative Organization Accounts Originated through either Organization Communication Channels and Discover Marketing Channels. For each New Alternative Organization Account, Organization shall earn a Royalty in the amount of two dollars (\$2.00) once the first transaction is conducted on such New Alternative Organization Account.

For purposes of this Agreement, "New Organization Account" means any Account opened and issued by Discover to any Customer who was approved with a prime offer under the terms of this Agreement and the Credit Card issued has at least one image from Schedule B regardless of whether such account was opened through Organization Communication Channels or Discover Marketing Channels.

For the purposes of this Agreement, "New Alternative Organization Account" means any Credit Card Account opened and issued by Discover to any Customer who was approved with a near prime offer under the terms of this Agreement and the Credit Card issued has at least one image from Schedule B, regardless of whether such account was opened through Organization Communication Channels or Discover Marketing Channels.

For purposes of this Agreement, the term "Aggregate Net Sales Volume" means the total amount of all net POS (point-of-sale) sales volume for aH Accounts that are not delinquent (as determined by Discover in its sole discretion) during any calendar quarter.

For purposes of this Agreement, the term "Launch" means the date on which a Credit Card hereunder is initially marketed to Organization Members or others through either Organization Communication Channels or Discover Marketing Channels.

3. Program Sponsorship. Within forty-five (45) days after the Launch of the Program, and thereafter on each anniversary of the Launch during the Initial Term, Discover shall pay to Organization the amount of \$5,000.00, which amount is to be used by Organization for the purpose of supporting the growth of the Program.