

Addendum #2 - UN09-061 - P-Card Agreement Extension

SECOND AMENDMENT TO COMMERCIAL CARD AGREEMENT

THIS SECOND AMENDMENT (as may be amended, restated or replaced from time to time including any addendum, schedule or exhibit added thereto, the "Amendment") to the Commercial Card Agreement (the "Agreement") dated as of June 1, 2009 between JPMorgan Chase Bank, N.A. or Chase Bank, USA, N.A., as may be determined from time to time (the "Bank"), and the Inter-University Council Purchasing Group (the "Client") is entered into as of the 21 day of May, 2014 ("Amendment Date") and made effective as of July 1, 2014 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Amendment.** As of the Amendment Date of this Amendment, the Agreement is hereby amended by adding the following new section to the Agreement as new Section 2.E.

2.E. Bank shall not be obligated to provide any Account to Client, any Client Affiliate, or any of its or their respective Cardholders, or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").

3. **Amendment.** As of the Amendment Date of this Agreement, the Agreement is hereby amended by respectively adding the new sections to the Agreement as new Sections 3.J., 3.K. and 3.L.:

3.J. Client represents and warrants that, it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Agreement and/or cancel any of the Accounts at any time, if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client or Bank.

3.K. The Client shall obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects. Such information shall be kept in strict confidence and will not be shared with anyone outside of JPMorgan Chase, Visa or MasterCard or as otherwise permitted under the Agreement.

3.L. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).

4. **Amendment.** As of the Effective Date of this Amendment, section 4.B. of the Agreement is hereby deleted in its entirety and replaced with the following new section 4.B.:

4.B. Immediately notify Bank by phone of any Card or Account that Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.

- i. Liability for Fraudulent Transactions Following Notification. Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card or Account after the effective time of such notification to Bank of such Fraudulent Transaction.
- ii. Liability for Fraudulent Transactions Prior to Notification. Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card or Account prior to the effective time of such notification to Bank of such Fraudulent Transactions.
- iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate its Program in accordance with Bank's fraud reduction best guidelines as set forth below. Client's Program means the commercial card system composed of Cards, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with this Agreement.
 - a. Client to block required high risk MCC's identified by Bank and presented to Client;
 - b. Client to maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - c. Client to comply with all other guidelines as Bank may reasonably require from time to time.


If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate."

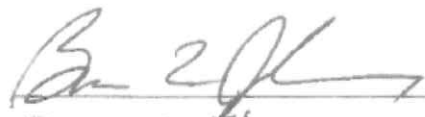
5. **Amendment.** As of the Effective Date of this Amendment, the first two sentences of Section 11 are hereby deleted in their entirety and replaced with the following new language below:

"This Agreement shall have an initial term of 5 years (five) from the Effective Date of the Amendment unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement may be renewed for one-year terms upon the anniversary of the Effective Date subject to the mutual agreement of both parties."

6. **Exhibit B.** As of the Effective Date of this Amendment Exhibit B to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B in the form attached hereto.
7. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

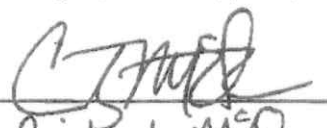
IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

BANK
By: 
Name: Kristine Norris
Title: Asst General Counsel and Executive Director, GCC

CLIENT
By: 
Name: Bruce E. Johnson
Title: President

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: 
Name: Cindy L. McQuade
Title: Vice President, Operations

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

**EXHIBIT B
INTER-UNIVERSITY COUNCIL PURCHASING GROUP
INCENTIVES & FEES**

DEFINITIONS

"**Association**" means either MasterCard or Visa.

"**Average File Turn**" means the number of days between the transaction posting date or day the Bank funds the charge and the day payment for that Transaction is posted, averaged over the rebate calculation period. File Turn is calculated as the daily average outstanding balance divided by Gross Combined Charge Volume multiplied by the number of days in the period.

"**Charge Volume**" means total U.S. dollar charges made on a Bank Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

"**Contract Year**" means a 12-month period beginning on July 1, 2014 (the Effective Date of this Amendment) or any anniversary of such date.

"**Combined Charge Volume**" means the sum of Charge Volume and Single Use Charge Volume.

"**Credit Losses**" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

"**Fraudulent Transactions**" means transactions made on a Card or Account by a person, other than the Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

"**Grace Days**" means the number of calendar days following the end of a billing cycle to the date the payment is due.

"**Gross Charge Volume**" means Charge Volume plus Large Ticket Transaction Volume associated with the U.S. Purchasing Card and the U.S. Travel Card Programs.

"**Gross Combined Charge Volume**" means the sum of Combined Charge Volume and Large Ticket Transaction Volume.

"**Gross Single Use Charge Volume**" means Single Use Charge Volume plus Large Ticket Transaction Volume associated with the U.S. Single Use Account Program.

"**Large Ticket Transaction**" means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

"**Large Ticket Transaction Volume**" means total U.S. dollar Large Ticket Transactions made on a Bank Card or Account, net of returns and excluding cash advances, convenience check amounts, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

"**Participant**" means the individual University, College, school, institution, or other IUC-PG approved organization that is the end user of this card program within the State of Ohio authorized by Bank to utilize the Program hereunder pursuant to execution of a Participation Agreement.

"**Settlement Terms**" means the combination of the number of calendar days in a billing cycle and the Grace Days. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the Grace Days.

"**Single Use Account**" means a Card-less Account used in connection with a single, unique transaction.

"**Single Use Charge Volume**" means total U.S. dollar charges made on a Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

BONUSES

Administrative Fee

Bank will pay Client an annual administrative fee equal to 0.05% (5 bps) of prior Contract Year's total Gross Combined Charge Volume of all Participants. The Administrative Fee will be paid to Client at time of rebate calculation.

Participant Performance Bonus

Bank will pay each Participant one-time volume bonuses when a Participant's annual Gross Combined Charge Volume levels are achieved according to the following schedule. Bonuses will be paid at time of rebate payment.

Participant's Annual Gross Charge Volume	Participant Performance Bonus
\$50,000,000	\$50,000
\$65,000,000	\$75,000

REBATES

Volume Rebate

Bank will pay each Participant a rebate based on the annual Gross Combined Charge Volume achieved according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Combined Charge Volume, subject to the rebate adjustments below.

Participant's Combined U.S. Purchasing Card, U.S. Travel Card and U.S. Single Use Account Programs	
Annual Gross Combined Charge Volume	Rebate Rate at 30 & 14 Settlement Terms
\$1	1.00%
\$100,000,000	1.50%
\$180,000,000	1.65%
\$250,000,000	1.67%
\$300,000,000	1.69%
\$350,000,000	1.70%
\$400,000,000	1.71%
\$450,000,000	1.72%
\$500,000,000+	1.73%

REBATE ADJUSTMENTS

Single Use Charge Volume Adjustment

The above rebate schedule will be reduced by 0.15% for annual Single Use Charge Volume that is less than \$10,000,000.00.

Settlement Terms Adjustment

The above rebate schedule will be reduced by 0.15 % for all annual Charge Volume associated with U.S. Travel programs.

Average File Turn Escalator

The Volume Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year ("Average File Turn Adjustment").

- a. Programs with Settlement Terms of 30 & 14 will have an Average File Turn of 29 if Client spends ratably throughout each cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 14 is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 29. If the Client's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate will be increased by 0.0075% for each whole number less than 29. If the Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate will be decreased by 0.0075% for each whole number greater than 29 but less than 46.
- b. Programs with Settlement Terms of 30 & 25 will have an Average File Turn of 40 if Client spends ratably throughout each cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 25 is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 40. If the Client's actual Average File Turn for such Program(s) is less than 40, the Volume Rebate Rate will be increased by 0.0075% for each whole number less than 40. If the Average File Turn for such Program(s) is greater than 40, the Volume Rebate Rate will be decreased by 0.0075% for each whole number greater than 40 but less than 46.

Large Ticket Rebate

Bank will pay the Participant an annual rebate of 0.60% on annual Large Ticket Transaction Volume.

Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Bank will invoice the Participant for the amount in excess of the rebate, which amount shall be payable within 30 days. Upon termination of the Program, the Credit Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Credit Losses for the prior six-month period. In no event will the Bank pay the Participant a rebate for the partial year in which this Agreement is terminated.

Rebate payments will be made in USD within 90 days after the end of the Contract Year via wire transfer to an account designated by the Participant.

To qualify for any rebate payment, all of the following conditions apply.

- a. Settlement of any centrally billed account(s) must be by automatic debit or by Client initiated ACH or wire.
- b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 & 14 for U.S. Purchasing Card or U.S. Single Use Programs and 30 & 25 on the U.S. Travel Program.
- c. Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
- d. Participant is not in default under the Agreement.
- e. Account(s) must be current at the time of rebate calculation and payment.

FEES

The following are the fees associated with Programs using Bank's Payment system.

PROGRAM FEES	
Executive Elite card	\$325 annually
Executive card	\$75 annually
Returned checks (payment)	\$15 per return
ACH returns	\$15 per return
International Charge fee	1% surcharge (Association pass-through)
Miscellaneous	Pass-through charges for other specialized services (case-by-case)
PAST-DUE FEES	
Late fee	Central bill: 1% of unpaid balance at the end of the first cycle Individual bill: \$10 late fee at the end of the first cycle
Delinquency/Finance charge	Central bill/Individual bill: 2.5% of the full amount past due charged at the end of the second cycle and each cycle thereafter
TRAINING AND CONSULTING	
Training	\$0.00 for first on-site training; additional on-site training(s) @ \$1,550/day
OPTIONAL PROGRAM & TECHNOLOGY SERVICES	
File transfer fee	Waived
Cash advances	2.5% (\$2.50 minimum with no maximum)
Convenience checks	2% of check amount (\$1.50/check minimum with no maximum)
Rush Cards (emergency replacement cards)	\$25 per card if effected through Bank (1-2 days). If processed through the Association, Participant shall pay any fees charged by the Association.
Duplicate statements	\$5 per paper statement
PaymentNet platform fee	Waived
EDI setup/transmission fee	Pass-through on all setup and development costs
Custom reporting/ mapper/ programming/ post loader	\$175 per hour (\$1,000 minimum)
CARD DESIGN OPTIONS	
Participant logo plastic (hot stamp)	\$0.00
Customized plastic	\$15,000 (per design) (WAIVED)
REWARDS PROGRAM	
Corporate card rewards	A rewards program annual fee of \$75 will be assessed to each Cardholder. A rewards program annual fee of \$75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: \$35 dollars will cover Bank's administrative costs and the remaining \$40 will be put into Participant's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, Bank will invoice Participant for the excess redemption expenses. Participant shall pay such invoice within 14 days of receipt.

If Participant requests services not listed in this table, Participant agrees to pay the fees associated with such services.

FEES - SMARDATA

Fees for Programs using Bank's Smartdata system

PROGRAM FEES	
Annual card fee	NONE
Executive Cards	
Executive Elite	\$325 annual fee
Executive	\$75 annual fee
Cash advance fee	2.0% (\$3.00 minimum)
Foreign Transaction Fee	1% surcharge (Association pass-through)
Emergency (rush) card replacement	\$0 if effected through Bank. If effected through the Association, Client shall pay any fees charged by the Association.
Return check (payment)	\$15 per return
Document retrieval	Non-dispute-related: \$8 per document
PAST-DUE FEES	
Late fee	<u>Central Bill:</u> None <u>Individual Bill:</u> \$15 late fee if payment is not received by the payment date
Delinquency/Finance charge	<u>Central Bill:</u> Prime + 2.0% is applied to the average daily balance and will be charged if payment is not received by the payment date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle. <u>Individual Bill:</u> Prime + 6.4% is applied to the average daily balance and will be charged if payment is not received by the payment date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
CARD DESIGN	
Basic plastic	\$0.00
Participant logo plastic	\$350 per Logo. Logos can be printed in white or black ink only. Executive Card Logos can be printed in silver ink only.
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
<i>smartdata</i> monthly maintenance fee	None
File transfer using FTP	Setup fee (one time)—\$300
Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)	Monthly — \$50/month

If Participant requests services not listed in this table, Participant agrees to pay the fees associated with such services.