

Value Added Services Provider Agreement

This Value Added Services Provider Agreement ("Agreement"), dated as of November 10, 2006, is made by and between JPMorgan Chase Bank, N.A., whose address is 1 East Ohio 14th FL Indianapolis, IN 46277, ("Chase"), and [REDACTED] ("Vendor").

WHEREAS, Chase desires to obtain certain "value added services" to be provided to schools in connection with financial aid informative presentations (the "Services") and such Services are more fully described herein and in the attached Schedule A and;

WHEREAS, Vendor possesses the expertise to provide, and desires to provide, such Services to Chase school customers on behalf of Chase;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, Chase agrees to procure and Vendor agrees to furnish the Services to Chase as set forth herein and in the attached Schedule A;

1. JPMorgan Chase Bank, N.A. hereby engages Vendor to perform the Services described in **Schedule A** attached hereto and made a part hereof and subject to the terms and conditions set forth herein. Each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the form of a separately executed Schedule A with respect to each such separate engagement. The scope of such services may be expanded or contracted by written amendment of the related Schedule A hereto, such amendment to be signed by Vendor and Chase. This Agreement will apply to all future services, which Chase instructs Vendor to perform; unless otherwise agreed to at the time such instructions are given. All Services must be documented on a Schedule A, signed by Vendor and Chase, prior to the commencement of such Services.
2. Vendor represents, warrants and covenants to Chase that: (i) the Services shall be rendered in accordance with this Agreement, with promptness and diligence and shall be executed in a competent and professional manner; (ii) Vendor holds all necessary permits, approvals, licenses and the like necessary to perform the Services and will perform the Services in compliance with all applicable laws, rules and regulations; (iii) if Vendor is a corporate or other form of legal entity, Vendor has been duly organized and is validly under the laws of the state of its formation and is duly licensed where required or is otherwise qualified in each state in which it transacts business and is in compliance with such state's applicable laws, rules and regulations; (iv) the person signing this Agreement has full power and authority to bind Vendor. The execution, delivery and performance of this Agreement, and the performance by Vendor of all transactions contemplated herein, have been duly authorized by all necessary and appropriate action on the part of Vendor; and (v) no product, materials, or other aspect of any technology, trade secret or other intellectual property utilized by Vendor in performance of the Services, will infringe on or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party. The terms of this Sub-section (v) shall survive the termination of this Agreement, whether by expiration of time, operation of law, or otherwise.
3. [REDACTED] will be the Vendor professional assigned as primarily in charge of the engagement, and contact should be made only with him/her. To the extent a specific employee of Vendor is requested to perform the Services, such employee shall be specified in the appurtenant Schedule A. Vendor's compensation shall be as described in Schedule A attached hereto and made a part hereof, which shall be the sole compensation due vendor in connection with the Services. Vendor shall be solely and fully responsible for the compensation of its employees. Reimbursable expenses shall be as specified in Schedule A. The Compensation due Vendor with respect to each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the Schedule A with respect to each such engagement. Vendor will submit an itemized statement setting forth the time spent and services rendered,

Value Added Services Provider Agreement

This Value Added Services Provider Agreement ("Agreement"), dated as of [Date], is made by and between JPMorgan Chase Bank, N.A., whose address is 1 East Ohio 14th FL Indianapolis, IN 46277, ("Chase"), and [Vendor Name] ("Vendor").

WHEREAS, Chase desires to obtain certain "value added services" to be provided to schools in connection with financial aid informative presentations (the "Services") and such Services are more fully described herein and in the attached Schedule A and;

WHEREAS, Vendor possesses the expertise to provide, and desires to provide, such Services to Chase school customers on behalf of Chase;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, Chase agrees to procure and Vendor agrees to furnish the Services to Chase as set forth herein and in the attached Schedule A;

1. JPMorgan Chase Bank, N.A. hereby engages Vendor to perform the Services described in Schedule A attached hereto and made a part hereof and subject to the terms and conditions set forth herein. Each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the form of a separately executed Schedule A with respect to each such separate engagement. The scope of such services may be expanded or contracted by written amendment of the related Schedule A hereto, such amendment to be signed by Vendor and Chase. This Agreement will apply to all future services, which Chase instructs Vendor to perform; unless otherwise agreed to at the time such instructions are given. All Services must be documented on a Schedule A, signed by Vendor and Chase, prior to the commencement of such Services.
2. Vendor represents, warrants and covenants to Chase that: (i) the Services shall be rendered in accordance with this Agreement, with promptness and diligence and shall be executed in a competent and professional manner; (ii) Vendor holds all necessary permits, approvals, licenses and the like necessary to perform the Services and will perform the Services in compliance with all applicable laws, rules and regulations; (iii) if Vendor is a corporate or other form of legal entity, Vendor has been duly organized and is validly under the laws of the state of its formation and is duly licensed where required or is otherwise qualified in each state in which it transacts business and is in compliance with such state's applicable laws, rules and regulations; (iv) the person signing this Agreement has full power and authority to bind Vendor. The execution, delivery and performance of this Agreement, and the performance by Vendor of all transactions contemplated herein, have been duly authorized by all necessary and appropriate action on the part of Vendor; and (v) no product, materials, or other aspect of any technology, trade secret or other intellectual property utilized by Vendor in performance of the Services, will infringe on or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party. The terms of this Sub-section (v) shall survive the termination of this Agreement, whether by expiration of time, operation of law, or otherwise.
3. [Name of Employee of Vendor] will be the Vendor professional assigned as primarily in charge of the engagement, and contact should be made only with him/her. To the extent a specific employee of Vendor is requested to perform the Services, such employee shall be specified in the appurtenant Schedule A. Vendor's compensation shall be as described in Schedule A attached hereto and made a part hereof, which shall be the sole compensation due vendor in connection with the Services. Vendor shall be solely and fully responsible for the compensation of its employees. Reimbursable expenses shall be as specified in Schedule A. The Compensation due Vendor with respect to each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the Schedule A with respect to each such engagement. Vendor will submit an itemized statement setting forth the time spent and services rendered,

and JPMorgan Chase Bank, N.A. will pay Vendor the amounts due as indicated by statements submitted by Vendor within forty-five (45) days of receipt.

4. **Term of Agreement.** Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery. In the event that Vendor fails to perform its obligations hereunder or is otherwise in breach of this Agreement, Chase may terminate this Agreement on ten (10) days written notice, unless Vendor has cured such breach or non-performance to the satisfaction of Chase prior to the expiration of such notice period and Chase chooses to rescind its notice of termination with respect thereto. Unless terminated as provided herein, this Agreement shall remain in effect. In the event no Services are provided by Vendor to Chase during any consecutive 365 day period this Agreement shall automatically terminate.
5. **Independent Contractor.** Both Chase and Vendor agree that Vendor will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Vendor's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee required.
6. **Confidential Information.** Vendor agrees that any information received by Vendor during any furtherance of Vendor's obligations in accordance with this Agreement, which concerns the business of Chase or its affiliates will be treated by Vendor in full confidence and will not be revealed to any other persons, firms or organizations. This Agreement does not grant any ownership or license rights of any nature to Vendor over any Chase information or property and Vendor acknowledges all proprietary and ownership rights in any Chase property or information shall remain exclusively with Chase.
 - A. Vendor acknowledges and agrees that a duty is owed Chase by Vendor to maintain the confidentiality of Confidential Information (as hereafter defined) provided by Chase or its affiliates or obtained by Vendor or prepared in connection with the provision of Services under this Agreement. Vendor shall treat such information as strictly confidential, and shall not use, disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied, transmitted or otherwise disseminated at any time prior to or after the termination of this Agreement, except as necessary to perform the Services or as otherwise specifically permitted in writing by JPMorgan Chase Bank, N.A, whether Vendor has such information in its memory or it is embodied in writing or other physical form. The term "Confidential Information" shall include:
 - i. Any information of Chase or its affiliates not generally known to the public.
 - ii. Any information concerning customers and prospective customers of Chase or its affiliates, and the affairs and business activities of Chase, its affiliates and/or their respective customers.
 - iii. The identity of and any and all confidential or proprietary information or data belonging to or concerning any Chase customers and any third parties which is in the possession, custody or control of Chase.
 - iv. Any idea or concept, which has been reduced to tangible form, and any and all work, compiled, acquired or produced by Vendor's Personnel in connection with their assignment to Chase.

- B. The obligation to treat information as Confidential Information shall not apply to information which: (i) is publicly available through no action of Vendor, (ii) shall have been in Vendor's possession independent of its relationship with Chase, (iii) shall have been developed by or become known to Vendor from a source that was permitted to disclose such information to Vendor without access to any Confidential Information and outside the scope of any agreement with Chase, or (iv) shall be obtained rightfully from third parties not bound by an obligation of confidentiality. Vendor shall promptly notify Chase in writing of any unauthorized use or disclosure of any Confidential Information.
- C. Vendor shall advise Vendor's personnel of their obligations under this section 6 and that such obligations continue even in the event such Vendor's personnel leave the employ of Vendor (if applicable) or cease work, and Vendor shall be responsible for such Vendor's personnel's compliance with such obligations.
- D. Upon termination of this Agreement, or upon Chase's earlier request, Vendor shall promptly deliver to Chase all Confidential Information and any other material, which Chase furnishes to Vendor in connection with this Agreement. Except as provided in this Agreement, Vendor shall retain no part or copy of any Confidential Information. If requested by Chase, Vendor shall certify in writing its exacting compliance with this provision of this Agreement.
- E. The Vendor agrees that all copyrights, patents, trade secrets or other intellectual property rights associated with Work Product (defined below), including, but not limited to, Work-in-Progress (defined below), to the extent possible, be considered works made for hire within the meaning of the Copyright Act (17 U.S.C. sections 101 et seq.). Chase shall own all Work Product, including, but not limited to, Work-in-Progress, to the extent that all such Work Product may not, under applicable law, be considered works made for hire, the Vendor hereby grants, transfers, assigns, conveys and relinquishes and agrees to grant, transfer, assign, convey and relinquish from time to time, on an exclusive irrevocable basis, all of its respective rights, title and interest in and to the Work Product, including, but not limited to, Work-in-Progress, to Chase in perpetuity or for the longest period otherwise permitted by law. Consistent with the Vendor's recognition of Chase's absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, the Vendor agrees that it shall (i) not use any Work Product for the benefit of any party other than Chase, and (ii) perform such acts and execute such documents and instruments as Chase may now or hereafter deem reasonably necessary or desirable to evidence the transfer of absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, to Chase. "Work Product" shall mean all work products, including ideas, concepts, techniques, inventions, processes, findings, discoveries or works of authorship (tangible, recorded or otherwise, and without regard to the form of recordation or state of completion), developed or created by Vendor specifically and exclusively for Chase under this Agreement, and "Work-in-Progress" shall mean all Work Product in the hands of the Vendors, its employees, agents and contractors, including, without limitation, working papers, notes from conversations with agents or employees of Chase, narrative descriptions, reports, data, tapes, diskettes, software and all materials of similar character.
- F. This section 6 shall survive the termination of this Agreement, regardless of the party that terminated this Agreement or the reasons therefore.
7. **Limitation of Liability/Indemnification.** In no event shall either party be liable to the other for any indirect, special or consequential damages in connection with or arising out of this Agreement, even in the event that it is advised of the possibility that such damages may arise, occur or result. Vendor shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements of every state where Vendor's personnel assigned to Chase's work are located. . Vendor hereby agrees to indemnify,

defend and hold harmless Chase and its parent company (ies), subsidiaries, affiliates, and each of their successors, assigns, officers, directors, employees, agents and representatives (the "Chase Indemnified Parties") from and against any and all losses, liabilities, damages, deficiencies, costs and/or expenses, including interest, penalties and reasonable attorneys' fees and disbursements which the Chase Indemnified Parties shall incur or suffer based upon, to the extent arising out of or otherwise relating to any breach of this Agreement by Vendor.

8. **Non-Use of JPMorgan Chase Bank, N.A. Name.** Vendor shall not use, in any advertising or promotional material or media, Chase or its affiliate's name or logo, or otherwise identify Chase as a client of Vendor, without Chase's prior written consent.
9. **Assignment.** Except as by Chase to its affiliates, neither this Agreement, nor any rights or obligations hereunder or thereunder, may be assigned by either party hereto without the prior written consent of the other.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, without reference to the conflict of laws provisions thereof.
11. **Non-Exclusive.** Vendor shall retain the right to perform work for others during the term of this Agreement. Notwithstanding the foregoing, Vendor agrees that it will use its commercially reasonable efforts to ensure that the scheduling of work for other parties during the term of this Agreement will not conflict with or otherwise interfere with Vendors ability to perform its obligations under this Agreement. Chase shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other service providers during the term of this Agreement.
12. **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested or by nationally recognized overnight courier service. Notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.
13. **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Vendor for Chase and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of or waiver of rights under this Agreement will be effective only if it is in writing signed by the party to be charged.
14. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
15. **Parties in Interest.** The terms of this Agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any Vendor's personnel assigned to provide the Services, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and legal representatives of the respective parties hereto.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, which may be delivered by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument

IN WITNESS WHEREOF, Chase and Vendor have caused their respective duly authorized representatives to execute this as of the day and year above written.

Vendor
By [Redacted]
Name [Redacted]
Title Financial Aid Director
Date 11/7/06

JPMorgan Chase Bank, N.A.
By [Signature]
Name [Redacted]
Title [Redacted]
Date 11/7/06

Vendor Contact Information

Address [Redacted]
City [Redacted] State [Redacted] Zip [Redacted]
Phone [Redacted] - [Redacted] - [Redacted] Mobile Phone [Redacted] - [Redacted] - [Redacted]
Email [Redacted]@[Redacted].EDU

SCHEDULE A

To Value Added Services Provider Agreement
Dated as of []

This Schedule A is hereby incorporated and made part of that certain Value Added Services Provider Agreement (the "Agreement") dated as of [Month and Day], 200[], and shall be deemed a part of, and in all respects be subject to, the terms and conditions of the Agreement.

1. THE SERVICES.

Services Performance Date(s) and Time:

November 10, 2006

Services Performance Location:

[Redacted]

Description of Services to be Performed:

Conference Presentation

Identification of Individuals Performing the Services:

[Redacted]

Materials to be prepared and provided as part of the Services:

Power Point Presentation + handouts

Other Services Specifications:

—

2. SERVICES FEES.

Compensation for Performance of the Services:

TBD for prep + presentation

Chase shall reimburse Vendor for the following expenses only:

- 1. Actual travel expenses. Coach airfare only.
- 2. Materials

The above fees shall be the sole compensation due Vendor from Chase in return for Vendors performance of the Services.

All reimbursable expenses must be evidenced by valid receipts submitted together with Vendor's invoice.

Vendor

By [Redacted]

Name [Redacted]

Title *Financial Aid Director*

Date *11/7/06*

JPMorgan Chase Bank, N.A.

By [Redacted]

Name [Redacted]

Title *Branch Director*

Date *11/17/06*

School Code	Project ID
Region	

Value Added Services Provider Agreement

This Value Added Services Provider Agreement ("Agreement"), dated as of [October 5, 2005], is made by and between JPMorgan Chase Bank, N.A., whose address is 1 East Ohio 14th FL Indianapolis, IN 46277, ("Chase"), and [REDACTED] ("Vendor").

WHEREAS, Chase desires to obtain certain "value added services" to be provided to schools in connection with financial aid informative presentations (the "Services") and such Services are more fully described herein and in the attached Schedule A and;

WHEREAS, Vendor possesses the expertise to provide, and desires to provide, such Services to Chase school customers on behalf of Chase;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, Chase agrees to procure and Vendor agrees to furnish the Services to Chase as set forth herein and in the attached Schedule A;

1. JPMorgan Chase Bank, N.A. hereby engages Vendor to perform the Services described in **Schedule A** attached hereto and made a part hereof and subject to the terms and conditions set forth herein. Each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the form of a separately executed Schedule A with respect to each such separate engagement. The scope of such services may be expanded or contracted by written amendment of the related Schedule A hereto, such amendment to be signed by Vendor and Chase. This Agreement will apply to all future services, which Chase instructs Vendor to perform; unless otherwise agreed to at the time such instructions are given. All Services must be documented on a Schedule A, signed by Vendor and Chase, prior to the commencement of such Services.
2. Vendor represents, warrants and covenants to Chase that: (i) the Services shall be rendered in accordance with this Agreement, with promptness and diligence and shall be executed in a competent and professional manner; (ii) Vendor holds all necessary permits, approvals, licenses and the like necessary to perform the Services and will perform the Services in compliance with all applicable laws, rules and regulations; (iii) if Vendor is a corporate or other form of legal entity, Vendor has been duly organized and is validly under the laws of the state of its formation and is duly licensed where required or is otherwise qualified in each state in which it transacts business and is in compliance with such state's applicable laws, rules and regulations; (iv) the person signing this Agreement has full power and authority to bind Vendor. The execution, delivery and performance of this Agreement, and the performance by Vendor of all transactions contemplated herein, have been duly authorized by all necessary and appropriate action on the part of Vendor; and (v) no product, materials, or other aspect of any technology, trade secret or other intellectual property utilized by Vendor in performance of the Services, will infringe on or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party. The terms of this Sub-section (v) shall survive the termination of this Agreement, whether by expiration of time, operation of law, or otherwise.
3. [REDACTED] will be the Vendor professional assigned as primarily in charge of the engagement, and contact should be made only with him/her. To the extent a specific employee of Vendor is requested to perform the Services, such employee shall be specified in the appurtenant Schedule A. Vendor's compensation shall be as described in Schedule A attached hereto and made a part hereof, which shall be the sole compensation due vendor in connection with the Services. Vendor shall be solely and fully responsible for the compensation of its employees. Reimbursable expenses shall be as specified in Schedule A. The Compensation due Vendor with respect to each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the Schedule A with respect to each such engagement. Vendor will submit an itemized statement setting forth the time spent and services rendered,

and JPMorgan Chase Bank, N.A. will pay Vendor the amounts due as indicated by statements submitted by Vendor within forty-five (45) days of receipt.

4. **Term of Agreement.** Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery. In the event that Vendor fails to perform its obligations hereunder or is otherwise in breach of this Agreement, Chase may terminate this Agreement on ten (10) days written notice, unless Vendor has cured such breach or non-performance to the satisfaction of Chase prior to the expiration of such notice period and Chase chooses to rescind its notice of termination with respect thereto. Unless terminated as provided herein, this Agreement shall remain in effect. In the event no Services are provided by Vendor to Chase during any consecutive 365 day period this Agreement shall automatically terminate.
5. **Independent Contractor.** Both Chase and Vendor agree that Vendor will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Vendor's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee required.
6. **Confidential Information.** Vendor agrees that any information received by Vendor during any furtherance of Vendor's obligations in accordance with this Agreement, which concerns the business of Chase or its affiliates will be treated by Vendor in full confidence and will not be revealed to any other persons, firms or organizations. This Agreement does not grant any ownership or license rights of any nature to Vendor over any Chase information or property and Vendor acknowledges all proprietary and ownership rights in any Chase property or information shall remain exclusively with Chase.
 - A. Vendor acknowledges and agrees that a duty is owed Chase by Vendor to maintain the confidentiality of Confidential Information (as hereafter defined) provided by Chase or its affiliates or obtained by Vendor or prepared in connection with the provision of Services under this Agreement. Vendor shall treat such information as strictly confidential, and shall not use, disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied, transmitted or otherwise disseminated at any time prior to or after the termination of this Agreement, except as necessary to perform the Services or as otherwise specifically permitted in writing by JPMorgan Chase Bank, N.A, whether Vendor has such information in its memory or it is embodied in writing or other physical form. The term "Confidential Information" shall include:
 - i. Any information of Chase or its affiliates not generally known to the public.
 - ii. Any information concerning customers and prospective customers of Chase or its affiliates, and the affairs and business activities of Chase, its affiliates and/or their respective customers.
 - iii. The identity of and any and all confidential or proprietary information or data belonging to or concerning any Chase customers and any third parties which is in the possession, custody or control of Chase.
 - iv. Any idea or concept, which has been reduced to tangible form, and any and all work, compiled, acquired or produced by Vendor's Personnel in connection with their assignment to Chase.

- B. The obligation to treat information as Confidential Information shall not apply to information which: (i) is publicly available through no action of Vendor, (ii) shall have been in Vendor's possession independent of its relationship with Chase, (iii) shall have been developed by or become known to Vendor from a source that was permitted to disclose such information to Vendor without access to any Confidential Information and outside the scope of any agreement with Chase, or (iv) shall be obtained rightfully from third parties not bound by an obligation of confidentiality. Vendor shall promptly notify Chase in writing of any unauthorized use or disclosure of any Confidential Information.
- C. Vendor shall advise Vendor's personnel of their obligations under this section 6 and that such obligations continue even in the event such Vendor's personnel leave the employ of Vendor (if applicable) or cease work, and Vendor shall be responsible for such Vendor's personnel's compliance with such obligations.
- D. Upon termination of this Agreement, or upon Chase's earlier request, Vendor shall promptly deliver to Chase all Confidential Information and any other material, which Chase furnishes to Vendor in connection with this Agreement. Except as provided in this Agreement, Vendor shall retain no part or copy of any Confidential Information. If requested by Chase, Vendor shall certify in writing its exacting compliance with this provision of this Agreement.
- E. The Vendor agrees that all copyrights, patents, trade secrets or other intellectual property rights associated with Work Product (defined below), including, but not limited to, Work-in-Progress (defined below), to the extent possible, be considered works made for hire within the meaning of the Copyright Act (17 U.S.C. sections 101 et seq.). Chase shall own all Work Product, including, but not limited to, Work-in-Progress, to the extent that all such Work Product may not, under applicable law, be considered works made for hire, the Vendor hereby grants, transfers, assigns, conveys and relinquishes and agrees to grant, transfer, assign, convey and relinquish from time to time, on an exclusive irrevocable basis, all of its respective rights, title and interest in and to the Work Product, including, but not limited to, Work-in-Progress, to Chase in perpetuity or for the longest period otherwise permitted by law. Consistent with the Vendor's recognition of Chase's absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, the Vendor agrees that it shall (i) not use any Work Product for the benefit of any party other than Chase, and (ii) perform such acts and execute such documents and instruments as Chase may now or hereafter deem reasonably necessary or desirable to evidence the transfer of absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, to Chase. "Work Product" shall mean all work products, including ideas, concepts, techniques, inventions, processes, findings, discoveries or works of authorship (tangible, recorded or otherwise, and without regard to the form of recordation or state of completion), developed or created by Vendor specifically and exclusively for Chase under this Agreement, and "Work-in-Progress" shall mean all Work Product in the hands of the Vendors, its employees, agents and contractors, including, without limitation, working papers, notes from conversations with agents or employees or Chase, narrative descriptions, reports, data, tapes, diskettes, software and all materials of similar character.
- F. This section 6 shall survive the termination of this Agreement, regardless of the party that terminated this Agreement or the reasons therefore.
7. **Limitation of Liability/Indemnification.** In no event shall either party be liable to the other for any indirect, special or consequential damages in connection with or arising out of this Agreement, even in the event that it is advised of the possibility that such damages may arise, occur or result. Vendor shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements of every state where Vendor's personnel assigned to Chase's work are located. Vendor hereby agrees to indemnify, defend

and hold harmless Chase and its parent company (ies), subsidiaries, affiliates, and each of their successors, assigns, officers, directors, employees, agents and representatives (the "Chase Indemnified Parties") from and against any and all losses, liabilities, damages, deficiencies, costs and/or expenses, including interest, penalties and reasonable attorneys' fees and disbursements which the Chase Indemnified Parties shall incur or suffer based upon, to the extent arising out of or otherwise relating to any breach of this Agreement by Vendor.

8. **Non-Use of JPMorgan Chase Bank, N.A. Name.** Vendor shall not use, in any advertising or promotional material or media, Chase or its affiliate's name or logo, or otherwise identify Chase as a client of Vendor, without Chase's prior written consent.
9. **Assignment.** Except as by Chase to its affiliates, neither this Agreement, nor any rights or obligations hereunder or thereunder, may be assigned by either party hereto without the prior written consent of the other.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, without reference to the conflict of laws provisions thereof.
11. **Non-Exclusive.** Vendor shall retain the right to perform work for others during the term of this Agreement. Notwithstanding the foregoing, Vendor agrees that it will use its commercially reasonable efforts to ensure that the scheduling of work for other parties during the term of this Agreement will not conflict with or otherwise interfere with Vendors ability to perform its obligations under this Agreement. Chase shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other service providers during the term of this Agreement.
12. **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested or by nationally recognized overnight courier service. Notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.
13. **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Vendor for Chase and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of or waiver of rights under this Agreement will be effective only if it is in writing signed by the party to be charged.
14. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
15. **Parties in Interest.** The terms of this Agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any Vendor's personnel assigned to provide the Services, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and legal representatives of the respective parties hereto.

17. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, which may be delivered by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument


IN WITNESS WHEREOF, Chase and Vendor have caused their respective duly authorized representatives to execute this as of the day and year above written.

Vendor
By: [Redacted]
Name: [Redacted]
Title: Associate Director
Date: 10/11/05

JPMorgan Chase Bank, N.A.
By: [Signature]
Name: Craig Anderson
Title: National Director of Sales
Date: _____

Vendor Contact Information

Address: [Redacted]
City: [Redacted] State: [Redacted] Zip: [Redacted]
Phone: [Redacted] - [Redacted] - [Redacted] Mobile Phone: [Redacted] - [Redacted] - [Redacted]
Email: [Redacted]



Value Added Services Provider Agreement

This Value Added Services Provider Agreement ("Agreement"), dated as of [Date], is made by and between JPMorgan Chase Bank, N.A., whose address is 1 East Ohio 14th FL Indianapolis, IN 46277, ("Chase"), and [Vendor Name] ("Vendor").

WHEREAS, Chase desires to obtain certain "value added services" to be provided to schools in connection with financial aid informative presentations (the "Services") and such Services are more fully described herein and in the attached Schedule A and;

WHEREAS, Vendor possesses the expertise to provide, and desires to provide, such Services to Chase school customers on behalf of Chase;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, Chase agrees to procure and Vendor agrees to furnish the Services to Chase as set forth herein and in the attached Schedule A;

1. JPMorgan Chase Bank, N.A. hereby engages Vendor to perform the Services described in Schedule A attached hereto and made a part hereof and subject to the terms and conditions set forth herein. Each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the form of a separately executed Schedule A with respect to each such separate engagement. The scope of such services may be expanded or contracted by written amendment of the related Schedule A hereto, such amendment to be signed by Vendor and Chase. This Agreement will apply to all future services, which Chase instructs Vendor to perform; unless otherwise agreed to at the time such instructions are given. All Services must be documented on a Schedule A, signed by Vendor and Chase, prior to the commencement of such Services.
2. Vendor represents, warrants and covenants to Chase that: (i) the Services shall be rendered in accordance with this Agreement, with promptness and diligence and shall be executed in a competent and professional manner; (ii) Vendor holds all necessary permits, approvals, licenses and the like necessary to perform the Services and will perform the Services in compliance with all applicable laws, rules and regulations; (iii) if Vendor is a corporate or other form of legal entity, Vendor has been duly organized and is validly under the laws of the state of its formation and is duly licensed where required or is otherwise qualified in each state in which it transacts business and is in compliance with such state's applicable laws, rules and regulations; (iv) the person signing this Agreement has full power and authority to bind Vendor. The execution, delivery and performance of this Agreement, and the performance by Vendor of all transactions contemplated herein, have been duly authorized by all necessary and appropriate action on the part of Vendor; and (v) no product, materials, or other aspect of any technology, trade secret or other intellectual property utilized by Vendor in performance of the Services, will infringe on or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party. The terms of this Sub-section (v) shall survive the termination of this Agreement, whether by expiration of time, operation of law, or otherwise.
3. [Name of Employee of Vendor] will be the Vendor professional assigned as primarily in charge of the engagement, and contact should be made only with him/her. To the extent a specific employee of Vendor is requested to perform the Services, such employee shall be specified in the appurtenant Schedule A. Vendor's compensation shall be as described in Schedule A attached hereto and made a part hereof, which shall be the sole compensation due vendor in connection with the Services. Vendor shall be solely and fully responsible for the compensation of its employees. Reimbursable expenses shall be as specified in Schedule A. The Compensation due Vendor with respect to each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the Schedule A with respect to each such engagement. Vendor will submit an itemized statement setting forth the time spent and services rendered,

and JPMorgan Chase Bank, N.A. will pay Vendor the amounts due as indicated by statements submitted by Vendor within forty-five (45) days of receipt.

4. **Term of Agreement.** Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery. In the event that Vendor fails to perform its obligations hereunder or is otherwise in breach of this Agreement, Chase may terminate this Agreement on ten (10) days written notice, unless Vendor has cured such breach or non-performance to the satisfaction of Chase prior to the expiration of such notice period and Chase chooses to rescind its notice of termination with respect thereto. Unless terminated as provided herein, this Agreement shall remain in effect. In the event no Services are provided by Vendor to Chase during any consecutive 365 day period this Agreement shall automatically terminate.
5. **Independent Contractor.** Both Chase and Vendor agree that Vendor will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Vendor's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee required.
6. **Confidential Information.** Vendor agrees that any information received by Vendor during any furtherance of Vendor's obligations in accordance with this Agreement, which concerns the business of Chase or its affiliates will be treated by Vendor in full confidence and will not be revealed to any other persons, firms or organizations. This Agreement does not grant any ownership or license rights of any nature to Vendor over any Chase information or property and Vendor acknowledges all proprietary and ownership rights in any Chase property or information shall remain exclusively with Chase.
 - A. Vendor acknowledges and agrees that a duty is owed Chase by Vendor to maintain the confidentiality of Confidential Information (as hereafter defined) provided by Chase or its affiliates or obtained by Vendor or prepared in connection with the provision of Services under this Agreement. Vendor shall treat such information as strictly confidential, and shall not use, disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied, transmitted or otherwise disseminated at any time prior to or after the termination of this Agreement, except as necessary to perform the Services or as otherwise specifically permitted in writing by JPMorgan Chase Bank, N.A., whether Vendor has such information in its memory or it is embodied in writing or other physical form. The term "Confidential Information" shall include:
 - i. Any information of Chase or its affiliates not generally known to the public.
 - ii. Any information concerning customers and prospective customers of Chase or its affiliates, and the affairs and business activities of Chase, its affiliates and/or their respective customers.
 - iii. The identity of and any and all confidential or proprietary information or data belonging to or concerning any Chase customers and any third parties which is in the possession, custody or control of Chase.
 - iv. Any idea or concept, which has been reduced to tangible form, and any and all work, compiled, acquired or produced by Vendor's Personnel in connection with their assignment to Chase.

- B. The obligation to treat information as Confidential Information shall not apply to information which: (i) is publicly available through no action of Vendor, (ii) shall have been in Vendor's possession independent of its relationship with Chase, (iii) shall have been developed by or become known to Vendor from a source that was permitted to disclose such information to Vendor without access to any Confidential Information and outside the scope of any agreement with Chase, or (iv) shall be obtained rightfully from third parties not bound by an obligation of confidentiality. Vendor shall promptly notify Chase in writing of any unauthorized use or disclosure of any Confidential Information.
- C. Vendor shall advise Vendor's personnel of their obligations under this section 6 and that such obligations continue even in the event such Vendor's personnel leave the employ of Vendor (if applicable) or cease work, and Vendor shall be responsible for such Vendor's personnel's compliance with such obligations.
- D. Upon termination of this Agreement, or upon Chase's earlier request, Vendor shall promptly deliver to Chase all Confidential Information and any other material, which Chase furnishes to Vendor in connection with this Agreement. Except as provided in this Agreement, Vendor shall retain no part or copy of any Confidential Information. If requested by Chase, Vendor shall certify in writing its exacting compliance with this provision of this Agreement.
- E. The Vendor agrees that all copyrights, patents, trade secrets or other intellectual property rights associated with Work Product (defined below), including, but not limited to, Work-in-Progress (defined below), to the extent possible, be considered works made for hire within the meaning of the Copyright Act (17 U.S.C. sections 101 et seq.). Chase shall own all Work Product, including, but not limited to, Work-in-Progress, to the extent that all such Work Product may not, under applicable law, be considered works made for hire, the Vendor hereby grants, transfers, assigns, conveys and relinquishes and agrees to grant, transfer, assign, convey and relinquish from time to time, on an exclusive irrevocable basis, all of its respective rights, title and interest in and to the Work Product, including, but not limited to, Work-in-Progress, to Chase in perpetuity or for the longest period otherwise permitted by law. Consistent with the Vendor's recognition of Chase's absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, the Vendor agrees that it shall (i) not use any Work Product for the benefit of any party other than Chase, and (ii) perform such acts and execute such documents and instruments as Chase may now or hereafter deem reasonably necessary or desirable to evidence the transfer of absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, to Chase. "Work Product" shall mean all work products, including ideas, concepts, techniques, inventions, processes, findings, discoveries or works of authorship (tangible, recorded or otherwise, and without regard to the form of recordation or state of completion), developed or created by Vendor specifically and exclusively for Chase under this Agreement, and "Work-in-Progress" shall mean all Work Product in the hands of the Vendors, its employees, agents and contractors, including, without limitation, working papers, notes from conversations with agents or employees or Chase, narrative descriptions, reports, data, tapes, diskettes, software and all materials of similar character.
- F. This section 6 shall survive the termination of this Agreement, regardless of the party that terminated this Agreement or the reasons therefore.
7. **Limitation of Liability Indemnification.** In no event shall either party be liable to the other for any indirect, special or consequential damages in connection with or arising out of this Agreement, even in the event that it is advised of the possibility that such damages may arise, occur or result. Vendor shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements of every state where Vendor's personnel assigned to Chase's work are located. . Vendor hereby agrees to indemnify,

defend and hold harmless Chase and its parent company (ies), subsidiaries, affiliates, and each of their successors, assigns, officers, directors, employees, agents and representatives (the "Chase Indemnified Parties") from and against any and all losses, liabilities, damages, deficiencies, costs and/or expenses, including interest, penalties and reasonable attorneys' fees and disbursements which the Chase Indemnified Parties shall incur or suffer based upon, to the extent arising out of or otherwise relating to any breach of this Agreement by Vendor.

8. **Non-Use of JPMorgan Chase Bank, N.A. Name.** Vendor shall not use, in any advertising or promotional material or media, Chase or its affiliate's name or logo, or otherwise identify Chase as a client of Vendor, without Chase's prior written consent.
9. **Assignment.** Except as by Chase to its affiliates, neither this Agreement, nor any rights or obligations hereunder or thereunder, may be assigned by either party hereto without the prior written consent of the other.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, without reference to the conflict of laws provisions thereof.
11. **Non-Exclusive.** Vendor shall retain the right to perform work for others during the term of this Agreement. Notwithstanding the foregoing, Vendor agrees that it will use its commercially reasonable efforts to ensure that the scheduling of work for other parties during the term of this Agreement will not conflict with or otherwise interfere with Vendors ability to perform its obligations under this Agreement. Chase shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other service providers during the term of this Agreement.
12. **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested or by nationally recognized overnight courier service. Notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.
13. **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Vendor for Chase and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of or waiver of rights under this Agreement will be effective only if it is in writing signed by the party to be charged.
14. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
15. **Parties in Interest.** The terms of this Agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any Vendor's personnel assigned to provide the Services, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and legal representatives of the respective parties hereto.

17. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, which may be delivered by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument

IN WITNESS WHEREOF, Chase and Vendor have caused their respective duly authorized representatives to execute this as of the day and year above written.

Vendor [Redacted]
By [Redacted]
Name [Redacted]
Title [Redacted]
Date 2/17/07

JPMorgan Chase Bank, N.A.
By [Signature]
Name [Redacted]
Title [Redacted]
Date 2-21-07

Vendor Contact Information

Address [Redacted]
City [Redacted] State [Redacted] Zip [Redacted]
Phone [Redacted] - [Redacted] - [Redacted] Mobile Phone [Redacted] - [Redacted] - [Redacted]
Email [Redacted]@yahoo.com
[Redacted]@ [Redacted]

SCHEDULE A

To Value Added Services Provider Agreement
Dated as of []

This Schedule A is hereby incorporated and made part of that certain Value Added Services Provider Agreement (the "Agreement") dated as of [Month and Day], 200[], and shall be deemed a part of, and in all respects be subject to, the terms and conditions of the Agreement.

1. THE SERVICES.

Services Performance Date(s) and Time:

Services Performance Location:

Description of Services to be Performed:

Identification of Individuals Performing the Services:

Materials to be prepared and provided as part of the Services:

Other Services Specifications:

2. SERVICES FEES.





Compensation for Performance of the Services:

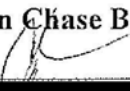


Chase shall reimburse Vendor for the following expenses only:

1. Actual travel expenses. Coach airfare only.
2. Materials

The above fees shall be the sole compensation due Vendor from Chase in return for Vendors performance of the Services.

All reimbursable expenses must be evidenced by valid receipts submitted together with Vendor's invoice.

Vendor 
By 
Name 
Title 
Date 2/17/07

JPMorgan Chase Bank, N.A.
By 
Name 
Title 
Date 2-21-07

School Code	Project ID
Region	

SCHEDULE A

To Value Added Services Provider Agreement
Dated as of March 9, 2007

This Schedule A is hereby incorporated and made part of that certain Value Added Services Provider Agreement (the "Agreement") dated as of March 9, 2007 and shall be deemed a part of, and in all respects be subject to, the terms and conditions of the Agreement.

1. THE SERVICES.

Services Performance Date(s) and Time: Feb 28, - March 3, 2007

Services Performance Location: [REDACTED]

Description of Services to be Performed: PowerFAIDS Service

Materials to be prepared and provided as part of the Services: N/A

Other Services Specifications: N/A

2. SERVICES FEES.

Compensation for Performance of the Services: \$1500.00 per one day session.

Chase shall reimburse Vendor for the following expenses only:

1. Actual travel expenses. Coach airfare only.
2. Materials

The above fees shall be the sole compensation due Vendor from Chase in return for Vendors performance of the Services.

All reimbursable expenses must be evidenced by valid receipts submitted together with Vendor's invoice.

Vendor: [REDACTED]
By: [REDACTED]
Name: [REDACTED]
Title: _____
Date: 3/14/07

JPMorgan Chase Bank, N.A.
By: [Signature]
Name: [REDACTED]
Title: [REDACTED]
Date: 3/19/07

School Code 031062-00	Project ID OHFL3A000000
Region 7	

Value Added Services Provider Agreement

This Value Added Services Provider Agreement ("Agreement"), dated as of [07/14/05], is made by and between Bank One Education Finance Corporation, whose address is 111 Monument Circle 14th FL Indianapolis, IN 46277, ("BOEFC"), and [REDACTED] ("Vendor").

WHEREAS, BOEFC desires to obtain certain "value added services" to be provided to schools in connection with financial aid informative presentations (the "Services") and such Services are more fully described herein and in the attached Schedule A and;

WHEREAS, Vendor possesses the expertise to provide, and desires to provide, such Services to BOEFC school customers on behalf of BOEFC;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, BOEFC agrees to procure and Vendor agrees to furnish the Services to BOEFC as set forth herein and in the attached Schedule A;

1. Bank One Education Finance hereby engages Vendor to perform the Services described in **Schedule A** attached hereto and made a part hereof and subject to the terms and conditions set forth herein. Each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the form of a separately executed Schedule A with respect to each such separate engagement. The scope of such services may be expanded or contracted by written amendment of the related Schedule A hereto, such amendment to be signed by Vendor and BOEFC. This Agreement will apply to all future services, which BOEFC instructs Vendor to perform; unless otherwise agreed to at the time such instructions are given. All Services must be documented on a Schedule A, signed by Vendor and BOEFC, prior to the commencement of such Services.
2. Vendor represents, warrants and covenants to BOEFC that:(i) the Services shall be rendered in accordance with this Agreement, with promptness and diligence and shall be executed in a competent and professional manner; (ii) Vendor holds all necessary permits, approvals, licenses and the like necessary to perform the Services and will perform the Services in compliance with all applicable laws, rules and regulations;(iii) if Vendor is a corporate or other form of legal entity, Vendor has been duly organized and is validly under the laws of the state of its formation and is duly licensed where required or is otherwise qualified in each state in which it transacts business and is in compliance with such state's applicable laws, rules and regulations; (iv) the person signing this Agreement has full power and authority to bind Vendor. The execution, delivery and performance of this Agreement, and the performance by Vendor of all transactions contemplated herein, have been duly authorized by all necessary and appropriate action on the part of Vendor; and (v) no product, materials, or other aspect of any technology, trade secret or other intellectual property utilized by Vendor in performance of the Services, will infringe on or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party. The terms of this Sub-section (v) shall survive the termination of this Agreement, whether by expiration of time, operation of law, or otherwise.
3. [REDACTED] will be the Vendor professional assigned as primarily in charge of the engagement, and contact should be made only with him/her. To the extent a specific employee of Vendor is requested to perform the Services, such employee shall be specified in the appurtenant Schedule A. Vendor's compensation shall be as described in Schedule A attached hereto and made a part hereof, which shall be the sole compensation due vendor in connection with the Services. Vendor shall be solely and fully responsible for the compensation of its employees. Reimbursable

expenses shall be as specified in Schedule A. The Compensation due Vendor with respect to each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the Schedule A with respect to each such engagement. Vendor will submit an itemized statement setting forth the time spent and services rendered, and Bank One Education Finance will pay Vendor the amounts due as indicated by statements submitted by Vendor within forty-five (45) days of receipt.

4. **Term of Agreement.** Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery. In the event that Vendor fails to perform its obligations hereunder or is otherwise in breach of this Agreement, BOEFC may terminate this Agreement on ten (10) days written notice, unless Vendor has cured such breach or non-performance to the satisfaction of BOEFC prior to the expiration of such notice period and BOEFC chooses to rescind its notice of termination with respect thereto. Unless terminated as provided herein, this Agreement shall remain in effect. In the event no Services are provided by Vendor to BOEFC during any consecutive 365 day period this Agreement shall automatically terminate.
5. **Independent Contractor.** Both BOEFC and Vendor agree that Vendor will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Vendor's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee required.
6. **Confidential Information.** Vendor agrees that any information received by Vendor during any furtherance of Vendor's obligations in accordance with this Agreement, which concerns the business of BOEFC or its affiliates will be treated by Vendor in full confidence and will not be revealed to any other persons, firms or organizations. This Agreement does not grant any ownership or license rights of any nature to Vendor over any BOEFC information or property and Vendor acknowledges all proprietary and ownership rights in any BOEFC property or information shall remain exclusively with BOEFC.
 - A. Vendor acknowledges and agrees that a duty is owed BOEFC by Vendor to maintain the confidentiality of Confidential Information (as hereafter defined) provided by BOEFC or its affiliates or obtained by Vendor or prepared in connection with the provision of Services under this Agreement. Vendor shall treat such information as strictly confidential, and shall not use, disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied, transmitted or otherwise disseminated at any time prior to or after the termination of this Agreement, except as necessary to perform the Services or as otherwise specifically permitted in writing by Bank One Education Finance, whether Vendor has such information in its memory or it is embodied in writing or other physical form. The term "Confidential Information" shall include:
 - i. Any information of BOEFC or its affiliates not generally known to the public.
 - ii. Any information concerning customers and prospective customers of BOEFC or its affiliates, and the affairs and business activities of BOEFC, its affiliates and/or their respective customers.

- iii. The identity of and any and all confidential or proprietary information or data belonging to or concerning any BOEFC customers and any third parties which is in the possession, custody or control of BOEFC.
 - iv. Any idea or concept, which has been reduced to tangible form, and any and all work, compiled, acquired or produced by Vendor's Personnel in connection with their assignment to BOEFC.
- B. The obligation to treat information as Confidential Information shall not apply to information which: (i) is publicly available through no action of Vendor, (ii) shall have been in Vendor's possession independent of its relationship with BOEFC, (iii) shall have been developed by or become known to Vendor from a source that was permitted to disclose such information to Vendor without access to any Confidential Information and outside the scope of any agreement with BOEFC, or (iv) shall be obtained rightfully from third parties not bound by an obligation of confidentiality. Vendor shall promptly notify BOEFC in writing of any unauthorized use or disclosure of any Confidential Information.
- C. Vendor shall advise Vendor's personnel of their obligations under this section 6 and that such obligations continue even in the event such Vendor's personnel leave the employ of Vendor (if applicable) or cease work, and Vendor shall be responsible for such Vendor's personnel's compliance with such obligations.
- D. Upon termination of this Agreement, or upon BOEFC's earlier request, Vendor shall promptly deliver to BOEFC all Confidential Information and any other material, which BOEFC furnishes to Vendor in connection with this Agreement. Except as provided in this Agreement, Vendor shall retain no part or copy of any Confidential Information. If requested by BOEFC, Vendor shall certify in writing its exacting compliance with this provision of this Agreement.
- E. The Vendor agrees that all copyrights, patents, trade secrets or other intellectual property rights associated with Work Product (defined below), including, but not limited to, Work-in-Progress (defined below), to the extent possible, be considered works made for hire within the meaning of the Copyright Act (17 U.S.C. sections 101 et seq.). BOEFC shall own all Work Product, including, but not limited to, Work-in-Progress, to the extent that all such Work Product may not, under applicable law, be considered works made for hire, the Vendor hereby grants, transfers, assigns, conveys and relinquishes and agrees to grant, transfer, assign, convey and relinquish from time to time, on an exclusive irrevocable basis, all of its respective rights, title and interest in and to the Work Product, including, but not limited to, Work-in-Progress, to BOEFC in perpetuity or for the longest period otherwise permitted by law. Consistent with the Vendor's recognition of BOEFC's absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, the Vendor agrees that it shall (i) not use any Work Product for the benefit of any party other than BOEFC, and (ii) perform such acts and execute such documents and instruments as BOEFC may now or hereafter deem reasonably necessary or desirable to evidence the transfer of absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, to BOEFC. "Work Product" shall mean all work products, including ideas, concepts, techniques, inventions, processes, findings, discoveries or works of authorship (tangible, recorded or otherwise, and without regard to the form of recordation or state of completion), developed or created by Vendor specifically and exclusively for BOEFC under this Agreement, and "Work-in-Progress" shall mean all Work Product in the hands of the Vendors, its employees, agents and contractors, including, without

limitation, working papers, notes from conversations with agents or employees or BOEFC, narrative descriptions, reports, data, tapes, diskettes, software and all materials of similar character.

F. This section 6 shall survive the termination of this Agreement, regardless of the party that terminated this Agreement or the reasons therefore.

7. **Limitation of Liability/Insurance/Indemnification.** In no event shall either party be liable to the other for any indirect, special or consequential damages in connection with or arising out of this Agreement, even in the event that it is advised of the possibility that such damages may arise, occur or result. Vendor shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements of every state where Vendor's personnel assigned to BOEFC's work are located. To the extent that Vendor's personnel may perform work at BOEFC's premises, Vendor shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$2 million combined single limit for personal injury and property damage for each occurrence. Vendor hereby agrees to indemnify, defend and hold harmless BOEFC and its parent company (ies), subsidiaries, affiliates, and each of their successors, assigns, officers, directors, employees, agents and representatives (the "BOEFC Indemnified Parties") from and against any and all losses, liabilities, damages, deficiencies, costs and/or expenses, including interest, penalties and reasonable attorneys' fees and disbursements which the BOEFC Indemnified Parties shall incur or suffer based upon, to the extent arising out of or otherwise relating to any breach of this Agreement by Vendor.
8. **Non-Use of Bank One Education Finance Name.** Vendor shall not use, in any advertising or promotional material or media, BOEFC or its affiliate's name or logo, or otherwise identify BOEFC as a client of Vendor, without BOEFC's prior written consent.
9. **Assignment.** Except as by BOEFC to its affiliates, neither this Agreement, nor any rights or obligations hereunder or thereunder, may be assigned by either party hereto without the prior written consent of the other.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, without reference to the conflict of laws provisions thereof.
11. **Non -Exclusive.** Vendor shall retain the right to perform work for others during the term of this Agreement. Notwithstanding the foregoing, Vendor agrees that it will use its commercially reasonable efforts to ensure that the scheduling of work for other parties during the term of this Agreement will not conflict with or otherwise interfere with Vendors ability to perform its obligations under this Agreement. BOEFC shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other service providers during the term of this Agreement.
12. **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested or by nationally recognized overnight courier service. Notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.
13. **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Vendor for BOEFC and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement,

statement, or promise not contained in this agreement shall be valid or binding. Any modification of or waiver of rights under this Agreement will be effective only if it is in writing signed by the party to be charged.

14. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
15. **Parties in Interest.** The terms of this Agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any Vendor's personnel assigned to provide the Services, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and legal representatives of the respective parties hereto.
17. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, which may be delivered by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument

IN WITNESS WHEREOF, BOEFC and Vendor have caused their respective duly authorized representatives to execute this as of the day and year above written.

Vendor

Bank One Education Finance Corporation

By:

By:

Name:

Name:

Title: Controller

Title:

Date: 07/14/05

Date: 7/19/05

SCHEDULE A

To Value Added Services Provider Agreement
Dated as of [07/12/05]

This Schedule A is hereby incorporated and made part of that certain Value Added Services Provider Agreement (the "Agreement") dated as of [July 12], 200[5], and shall be deemed a part of, and in all respects be subject to, the terms and conditions of the Agreement.

1. THE SERVICES.

Services Performance Date(s) and Time: 07/26/05 – 07/28/05

Services Performance Location: [REDACTED]

Description of Services to be performed: Consulting visit-account/records reconciliation/software setups

Identification of Individuals Performing the Services:

Materials to be prepared and provided as part of the Services:

Other Services Specifications:

2. SERVICES FEES.

Compensation for Performance of the Services: \$500.00 per day or \$50.00 per hour

BOEFC shall reimburse Vendor for the following expenses only:

1. Actual travel expenses. Coach airfare only.
2. Materials

The above fees shall be the sole compensation due Vendor from BOEFC in return for Vendors performance of the Services.

All reimbursable expenses must be evidenced by valid receipts submitted together with Vendor's invoice.

Vendor

Bank One Education Finance Corporation

By:

Name: [REDACTED]
Title: Controller [REDACTED]
Date: 07/12/05

By:

Name: [REDACTED]
Title: [REDACTED]
Date:

Value Added Services Provider Agreement

This Value Added Services Provider Agreement ("Agreement"), dated as of [11/6/2006], is made by and between JPMorgan Chase Bank, N.A., whose address is 1 East Ohio 14th FL Indianapolis, IN 46277, ("Chase"), and [REDACTED] ("Vendor").

WHEREAS, Chase desires to obtain certain "value added services" to be provided to schools in connection with financial aid informative presentations (the "Services") and such Services are more fully described herein and in the attached Schedule A and;

WHEREAS, Vendor possesses the expertise to provide, and desires to provide, such Services to Chase school customers on behalf of Chase;

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, Chase agrees to procure and Vendor agrees to furnish the Services to Chase as set forth herein and in the attached Schedule A;

1. JPMorgan Chase Bank, N.A. hereby engages Vendor to perform the Services described in **Schedule A** attached hereto and made a part hereof and subject to the terms and conditions set forth herein. Each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the form of a separately executed Schedule A with respect to each such separate engagement. The scope of such services may be expanded or contracted by written amendment of the related Schedule A hereto, such amendment to be signed by Vendor and Chase. This Agreement will apply to all future services, which Chase instructs Vendor to perform; unless otherwise agreed to at the time such instructions are given. All Services must be documented on a Schedule A, signed by Vendor and Chase, prior to the commencement of such Services.
2. Vendor represents, warrants and covenants to Chase that: (i) the Services shall be rendered in accordance with this Agreement, with promptness and diligence and shall be executed in a competent and professional manner; (ii) Vendor holds all necessary permits, approvals, licenses and the like necessary to perform the Services and will perform the Services in compliance with all applicable laws, rules and regulations; (iii) if Vendor is a corporate or other form of legal entity, Vendor has been duly organized and is validly under the laws of the state of its formation and is duly licensed where required or is otherwise qualified in each state in which it transacts business and is in compliance with such state's applicable laws, rules and regulations; (iv) the person signing this Agreement has full power and authority to bind Vendor. The execution, delivery and performance of this Agreement, and the performance by Vendor of all transactions contemplated herein, have been duly authorized by all necessary and appropriate action on the part of Vendor; and (v) no product, materials, or other aspect of any technology, trade secret or other intellectual property utilized by Vendor in performance of the Services, will infringe on or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party. The terms of this Sub-section (v) shall survive the termination of this Agreement, whether by expiration of time, operation of law, or otherwise.
3. [Name of Employee of Vendor] will be the Vendor professional assigned as primarily in charge of the engagement, and contact should be made only with him/her. To the extent a specific employee of Vendor is requested to perform the Services, such employee shall be specified in the appurtenant Schedule A. Vendor's compensation shall be as described in Schedule A attached hereto and made a part hereof, which shall be the sole compensation due vendor in connection with the Services. Vendor shall be solely and fully responsible for the compensation of its employees. Reimbursable expenses shall be as specified in Schedule A. The Compensation due Vendor with respect to each specific engagement of Vendor to perform Services pursuant to this Agreement shall be documented in the Schedule A with respect to each such engagement. Vendor will submit an itemized statement setting forth the time spent and services rendered,

and JPMorgan Chase Bank, N.A. will pay Vendor the amounts due as indicated by statements submitted by Vendor within forty-five (45) days of receipt.

4. **Term of Agreement.** Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery. In the event that Vendor fails to perform its obligations hereunder or is otherwise in breach of this Agreement, Chase may terminate this Agreement on ten (10) days written notice, unless Vendor has cured such breach or non-performance to the satisfaction of Chase prior to the expiration of such notice period and Chase chooses to rescind its notice of termination with respect thereto. Unless terminated as provided herein, this Agreement shall remain in effect. In the event no Services are provided by Vendor to Chase during any consecutive 365 day period this Agreement shall automatically terminate.
5. **Independent Contractor.** Both Chase and Vendor agree that Vendor will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, Vendor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of Vendor's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee required.
6. **Confidential Information.** Vendor agrees that any information received by Vendor during any furtherance of Vendor's obligations in accordance with this Agreement, which concerns the business of Chase or its affiliates will be treated by Vendor in full confidence and will not be revealed to any other persons, firms or organizations. This Agreement does not grant any ownership or license rights of any nature to Vendor over any Chase information or property and Vendor acknowledges all proprietary and ownership rights in any Chase property or information shall remain exclusively with Chase.
 - A. Vendor acknowledges and agrees that a duty is owed Chase by Vendor to maintain the confidentiality of Confidential Information (as hereafter defined) provided by Chase or its affiliates or obtained by Vendor or prepared in connection with the provision of Services under this Agreement. Vendor shall treat such information as strictly confidential, and shall not use, disclose, duplicate, copy, transmit or otherwise disseminate or permit such information to be used, disclosed, duplicated, copied, transmitted or otherwise disseminated at any time prior to or after the termination of this Agreement, except as necessary to perform the Services or as otherwise specifically permitted in writing by JPMorgan Chase Bank, N.A, whether Vendor has such information in its memory or it is embodied in writing or other physical form. The term "Confidential Information" shall include:
 - i. Any information of Chase or its affiliates not generally known to the public.
 - ii. Any information concerning customers and prospective customers of Chase or its affiliates, and the affairs and business activities of Chase, its affiliates and/or their respective customers.
 - iii. The identity of and any and all confidential or proprietary information or data belonging to or concerning any Chase customers and any third parties which is in the possession, custody or control of Chase.
 - iv. Any idea or concept, which has been reduced to tangible form, and any and all work, compiled, acquired or produced by Vendor's Personnel in connection with their assignment to Chase.

- B. The obligation to treat information as Confidential Information shall not apply to information which: (i) is publicly available through no action of Vendor, (ii) shall have been in Vendor's possession independent of its relationship with Chase, (iii) shall have been developed by or become known to Vendor from a source that was permitted to disclose such information to Vendor without access to any Confidential Information and outside the scope of any agreement with Chase, or (iv) shall be obtained rightfully from third parties not bound by an obligation of confidentiality. Vendor shall promptly notify Chase in writing of any unauthorized use or disclosure of any Confidential Information.
- C. Vendor shall advise Vendor's personnel of their obligations under this section 6 and that such obligations continue even in the event such Vendor's personnel leave the employ of Vendor (if applicable) or cease work, and Vendor shall be responsible for such Vendor's personnel's compliance with such obligations.
- D. Upon termination of this Agreement, or upon Chase's earlier request, Vendor shall promptly deliver to Chase all Confidential Information and any other material, which Chase furnishes to Vendor in connection with this Agreement. Except as provided in this Agreement, Vendor shall retain no part or copy of any Confidential Information. If requested by Chase, Vendor shall certify in writing its exacting compliance with this provision of this Agreement.
- E. The Vendor agrees that all copyrights, patents, trade secrets or other intellectual property rights associated with Work Product (defined below), including, but not limited to, Work-in-Progress (defined below), to the extent possible, be considered works made for hire within the meaning of the Copyright Act (17 U.S.C. sections 101 et seq.). Chase shall own all Work Product, including, but not limited to, Work-in-Progress, to the extent that all such Work Product may not, under applicable law, be considered works made for hire, the Vendor hereby grants, transfers, assigns, conveys and relinquishes and agrees to grant, transfer, assign, convey and relinquish from time to time, on an exclusive irrevocable basis, all of its respective rights, title and interest in and to the Work Product, including, but not limited to, Work-in-Progress, to Chase in perpetuity or for the longest period otherwise permitted by law. Consistent with the Vendor's recognition of Chase's absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, the Vendor agrees that it shall (i) not use any Work Product for the benefit of any party other than Chase, and (ii) perform such acts and execute such documents and instruments as Chase may now or hereafter deem reasonably necessary or desirable to evidence the transfer of absolute ownership of all Work Product, including, but not limited to, Work-in-Progress, to Chase. "Work Product" shall mean all work products, including ideas, concepts, techniques, inventions, processes, findings, discoveries or works of authorship (tangible, recorded or otherwise, and without regard to the form of recordation or state of completion), developed or created by Vendor specifically and exclusively for Chase under this Agreement, and "Work-in-Progress" shall mean all Work Product in the hands of the Vendors, its employees, agents and contractors, including, without limitation, working papers, notes from conversations with agents or employees or Chase, narrative descriptions, reports, data, tapes, diskettes, software and all materials of similar character.
- F. This section 6 shall survive the termination of this Agreement, regardless of the party that terminated this Agreement or the reasons therefore.
7. **Limitation of Liability Indemnification.** In no event shall either party be liable to the other for any indirect, special or consequential damages in connection with or arising out of this Agreement, even in the event that it is advised of the possibility that such damages may arise, occur or result. Vendor shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements of every state where Vendor's personnel assigned to Chase's work are located. . Vendor hereby agrees to indemnify,

defend and hold harmless Chase and its parent company (ies), subsidiaries, affiliates, and each of their successors, assigns, officers, directors, employees, agents and representatives (the "Chase Indemnified Parties") from and against any and all losses, liabilities, damages, deficiencies, costs and/or expenses, including interest, penalties and reasonable attorneys' fees and disbursements which the Chase Indemnified Parties shall incur or suffer based upon, to the extent arising out of or otherwise relating to any breach of this Agreement by Vendor.

8. **Non-Use of JPMorgan Chase Bank, N.A. Name.** Vendor shall not use, in any advertising or promotional material or media, Chase or its affiliate's name or logo, or otherwise identify Chase as a client of Vendor, without Chase's prior written consent.
9. **Assignment.** Except as by Chase to its affiliates, neither this Agreement, nor any rights or obligations hereunder or thereunder, may be assigned by either party hereto without the prior written consent of the other.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana, without reference to the conflict of laws provisions thereof.
11. **Non-Exclusive.** Vendor shall retain the right to perform work for others during the term of this Agreement. Notwithstanding the foregoing, Vendor agrees that it will use its commercially reasonable efforts to ensure that the scheduling of work for other parties during the term of this Agreement will not conflict with or otherwise interfere with Vendors ability to perform its obligations under this Agreement. Chase shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other service providers during the term of this Agreement.
12. **Notices.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested or by nationally recognized overnight courier service. Notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.
13. **Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Vendor for Chase and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of or waiver of rights under this Agreement will be effective only if it is in writing signed by the party to be charged.
14. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
15. **Parties in Interest.** The terms of this Agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any Vendor's personnel assigned to provide the Services, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
16. **Successors.** This Agreement shall be binding upon and inure to the benefit of the successors and legal representatives of the respective parties hereto.

17. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, which may be delivered by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument

IN WITNESS WHEREOF, Chase and Vendor have caused their respective duly authorized representatives to execute this as of the day and year above written.

Vendor
By _____
Name _____
Title _____
Date 11/6/2006

JPMorgan Chase Bank, N.A.
By _____
Name _____
Title _____
Date 11/17/06

Vendor Contact Information

Address _____
City _____ State _____ Zip _____
Phone _____ Mobile Phone _____
Email _____edu

SCHEDULE A

To Value Added Services Provider Agreement
Dated as of [Nov. 3, 2006]

This Schedule A is hereby incorporated and made part of that certain Value Added Services Provider Agreement (the "Agreement") dated as of [Nov. 3], 200[6], and shall be deemed a part of, and in all respects be subject to, the terms and conditions of the Agreement.

1. THE SERVICES.

Services Performance Date(s) and Time: November 6-24, 2006

Services Performance Location: [REDACTED]

Description of Services to be Performed: Technology Support

Identification of Individuals Performing the Services: [REDACTED]

Materials to be prepared and provided as part of the Services:

Other Services Specifications:

2. SERVICES FEES.

Compensation for Performance of the Services: \$50 per hour for teleconference and \$500 per day for site visit

Chase shall reimburse Vendor for the following expenses only:

- 1. Actual travel expenses. Coach airfare only.
- 2. Materials

The above fees shall be the sole compensation due Vendor from Chase in return for Vendors performance of the Services.

All reimbursable expenses must be evidenced by valid receipts submitted together with Vendor's invoice.

Vendor [REDACTED]
By [REDACTED]
Name: [REDACTED]
Title: Assistant Director of Financial Aid
Date: 11/6/2006

JPMorgan Chase Bank, N.A.
By [Signature]
Name: [REDACTED]
Title: [REDACTED]
Date: 11-13-06

School Code	[REDACTED]	[REDACTED]
Region	[REDACTED]	

SCHEDULE A

To Value Added Services Provider Agreement
Dated as of [Nov. 3, 2006]

This Schedule A is hereby incorporated and made part of that certain Value Added Services Provider Agreement (the "Agreement") dated as of [Nov. 3], 200[6], and shall be deemed a part of, and in all respects be subject to, the terms and conditions of the Agreement.

1. THE SERVICES.

Services Performance Date(s) and Time: December 1-31, 2006

Services Performance Location: [REDACTED]

Description of Services to be Performed: Technology Support

Identification of Individuals Performing the Services: [REDACTED]

Materials to be prepared and provided as part of the Services:

Other Services Specifications:

2. SERVICES FEES.

Compensation for Performance of the Services: \$50 per hour for teleconference and \$500 per day for site visit

Chase shall reimburse Vendor for the following expenses only:

- 1. Actual travel expenses. Coach airfare only.
- 2. Materials

The above fees shall be the sole compensation due Vendor from Chase in return for Vendors performance of the Services.

All reimbursable expenses must be evidenced by valid receipts submitted together with Vendor's invoice.

Vendor [REDACTED]
By [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Date: 12/22/06

JPMorgan Chase Bank, N.A.
By [Signature]
Name: [REDACTED]
Title: [REDACTED]
Date: _____

School Code	[REDACTED]	[REDACTED]
Region	[REDACTED]	

NASFAA 2005

Hard Copy File

Invoices
Menu & Itinerary
Budget Approval
Cruise Confirmation Agreement
Attendees & School Names
Form Letter - doorprize winner
Doorprize delivery airbills
Promotional Print Pieces

Final Bill

Prepared By: ██████████
 Meeting Host: ██████████
 Planner: ██████████
 Purchaser: Other Reg. Method

Bank One
 NASFAA Dinner
 7/4/2005 - 7/4/2005
 New York, NY
 Currency: USD
 JP050008 - Compared against Budget Version:
 Working



	Budgeted Total	Budgeted PP(900)	Actual Total	Actual PP(900)	Variance Total
Daily & Administrative Categories:(All) Items:(All) Details:(No) Categories:(All) Items:() Details:(No)					
Food & Beverage					
Day: 1 Monday, July 04, 2005					
DINNER CRUISE	52,176.80	57.97	52,176.80	57.97	0.00
COCKTAIL RECEPTION	13,161.20	14.62	13,161.20	14.62	0.00
'Food & Beverage' Subtotal:	65,338.00	72.60	65,338.00	72.60	0.00
Entertainment & Décor					
Day: 1 Monday, July 04, 2005					
BAND	1,050.00	1.17	1,050.00	1.17	0.00
Remarks: DJ					
'Entertainment & Décor' Subtotal:	1,050.00	1.17	1,050.00	1.17	0.00
Ground Transportation					
Day: 1 Monday, July 04, 2005					
MOTORCOACH	5,250.00	5.83	2,250.00	2.50	-3,000.00
MINI COACH	0.00	0.00	2,217.90	2.46	2,217.90
DISPATCHER	0.00	0.00	315.00	0.35	315.00
'Ground Transportation' Subtotal:	5,250.00	5.83	4,782.90	5.31	-467.10
Miscellaneous					
Day: 1 Monday, July 04, 2005					
SHIP CHARTER	2,262.00	2.51	2,262.00	2.51	0.00
'Miscellaneous' Subtotal:	2,262.00	2.51	2,262.00	2.51	0.00
Printed Material					
Day: 1 Monday, July 04, 2005					
NAME BADGES	600.00	0.67	244.34	0.27	-355.66
SIGNAGE	600.00	0.67	600.00	0.67	0.00
'Printed Material' Subtotal:	1,200.00	1.33	844.34	0.94	-355.66
	Budgeted Total	Budgeted PP(900)	Actual Total	Budgeted PP(900)	Variance Total
Final Program Total:	75,100.00	83.44	74,277.24	82.53	-822.76

Final Bill

Prepared By: [REDACTED]
Meeting Host: [REDACTED]
Planner: [REDACTED]
Purchaser: Other Reg. Method

Bank One
NASFAA Dinner
7/4/2005 - 7/4/2005
New York, NY
Currency: USD
JP050008 - Compared against Budget Version:
Working

**Summary Page**

<u>Description</u>	<u>Amount</u>
Entertainment & Décor	1,050.00
Food & Beverage	65,338.00
Ground Transportation	4,782.90
Miscellaneous	2,262.00
Printed Material	844.34
Final Costs Total:	74,277.24

NASFAA 2005
Expenses

Name of Vendor	Amount	Comments
Empire International	\$4,782.90	Transportation - NASFAA Event
Apple Store	\$3,300.00	Doorprizes
General Expo	\$8,209.00	Drayage
Hilton New York	\$26,320.01	Hotel Attendees
J&S Audio Visual	\$600.79	Exhibit Materials
NASFAA	\$10,100.00	Registration - 20
NASFAA	\$6,312.00	Membership Dues
NASFAA	\$21,650.00	Sponsorship
Papworth	\$844.34	Name badges
Roccaforte LLC	\$8,750.00	Exhibit Transportation/Handling
Shumsky	\$4,478.16	1,000 t-shirts
Shumsky	\$18,147.39	NASFAA Shirts
Shumsky	\$462.31	Post-in notes - 500
Shumsky	\$1,371.80	Candy Jars - Apples - 750
Shumsky	\$412.12	Silcone bracelets - 500
Shumsky	\$4,571.20	Tote bags - 1000
Shumsky	\$87.25	Candy - Booth -2000
Spirit City Cruises	\$41,612.00	NASFAA Event - Boat Cruise
Spirit City Cruises	-\$27,038.00	NASFAA Event - Boat Cruise PAID 2004
TOTAL:	\$134,973.27	

NASFAA NATIONAL CONFERENCE
CHASE-HOSTED DINNER CRUISE
JULY 4, 2005

Location: "Bateaux"
Pier 61, West 23rd Street
Tel: [REDACTED]
Contact: [REDACTED], cell: 917-[REDACTED]
On site contact: [REDACTED], Senior Restaurant Manager

Attendance: 230 people

Setup: 6 Skirted registration tables for namebadges
(note- registration blocks the coat check; guests will need to keep belongings with them but due to time of year and type of event, no coats/briefcases expected)

Cocktails in Orion Room
Small cocktail tables/chairs

Dinner in Orion Room and Aurora Room
Existing seating

Decor: White linens
White napkins
Blue charger plates
Frosted blue bud vases with daffodils or roses
Votive candles

Music: DJ
Background music during cocktails and dinner
Dance music during dessert
Music has been pre-selected
Note: 90-100 will fit on the dance floor

Menu: Reception:
(1) Double Bar
Wine and beer passed as guests arrive
If there are more than 10 people at the bar, 2-3 waiters will take drink orders
Boat will ensure as each bus arrives, staff is attentive to getting drinks to guests as quickly as possible

(4) Stations:
Assortment of imported and domestic cheese & crackers
Crudite with herb dip
Meze Plateau of prosciutto, sopressata, marinated seasonal vegetables and olives

Passed hors d'oeuvres (throughout boat):

- Goat Cheese and Calamata Olive Quiche
- Five Spice Quail
- Coconut Crusted Lobster Skewers

Dinner:
Appetizer:
Artichoke and Parmesan Torte with Frisee and Chive Oil

Entree:
Filet Mignon with Port Sweetened Demi Glace
and
Grilled Jumbo Shrimp
Truffle Mashed Potatoes
Seasonal Baby Vegetables

Dessert:
Valrohna Chocolate Torte with Caramel Ice Cream

20 vegetarian options (210 entrees + 20 veg)
House wines, poured during dinner

Timing:

- 3:30 p.m. Setup complete on Boat, checked by [REDACTED], cell: 917-[REDACTED]-[REDACTED]
(2) staff arrive to assist Vin in putting out namebadges
- 4:00 p.m. 15 staff in place at the Hilton, 1335 Avenue of the Americas, tel: 212-[REDACTED]-[REDACTED]
Staff contact person: [REDACTED], Cell: 317-[REDACTED]-[REDACTED]
Signage displayed by staff
- 4:15 p.m. Buses on site on 53rd Street side, between 6th and 7th Avenues
- (3) 49 passenger buses
 - "Chase" signage in windows
 - Dispatcher - [REDACTED], Empire International, cell: 201-[REDACTED]-[REDACTED]
 - Drivers' cell phone numbers needed
- 4:30 p.m. 1st bus departs; remaining departures staggered every 5 minutes
- (3) 31-passenger mini-buses arrive
- 16 staff in place at Pier 61 and Bateaux to greet and guide guests
- 5:00 p.m. Buses arrive at Pier 62 - taxi stand
Staff greets guests and directs them to the boat
(3) staff ready at namebadge table
Reception begins
DJ plays music
Bars open
Hors d'oeuvres passed
- Last bus departs the Hilton
- 5:30 p.m. Last bus arrives at Pier 61
- 6:00 p.m. **Cruise begins**
- 6:15 p.m. Dinner begins
- 9:00 p.m. Fireworks begin
- 10:30 -
11:00 p.m. **Cruise concludes**
Staff to call dispatcher to alert that guests will be disembarking from boat
Buses loaded and return to Hilton

JPMorgan Chase

Event Management Work Order/Budget Approval

Corporate Event Management is not able to confirm booking until all relevant signatures are obtained for budget approval. Once the budget is approved by host and appropriate signing authorities in the LOB, Event Management will begin work on contracts and planning of the Meeting/Event.

Today's Date	12-10-04
Planner	[REDACTED]
Planner Phone Number	212-[REDACTED]-[REDACTED]
Host Details	
LOB	Bank One Education Finance Corporation
Host Name	[REDACTED]
Contact Name	[REDACTED]
Contact Phone	317-[REDACTED]-[REDACTED]
Event Details	
Event Name	NASFAA Dinner for Bank One Customers
Date	7/4/05
Time	6-11 pm
Venue/Location	Bateaux Cruises, NYC
Budget	
Cost Center	353436
Estimated Total <i>(see attached budget for details)</i>	\$100,000
Approval	
Host: [REDACTED]	[REDACTED] 12/14/04 Signature/Date
LOB CFO <i>(if applicable)</i>	Signature/Date
LOB Approver <i>(if applicable)</i>	Signature/Date

Please note: Estimated Budget may vary from actual budget based on changes made to program. Should a budget overage occur additional approval may be required.

Jp Morgan Chase
 [REDACTED]
 140 East 45th Street
 New York NY 10017

CRUISE CONFIRMATION AGREEMENT

December 9, 2004

Thank you for considering BATEAUX for your upcoming event. Your reservation has been made as follows:

Jp Morgan Chase <i>Bank One</i>	
Monday July 4, 2005	Dinner Cruise Cruise
Client: [REDACTED] for Jp Morgan Chase	
Expected Attendance: 260 Ship Charter	Departing From: Chelsea Piers Ny
Boarding Time: 05:00 PM	Sailing Time: 06:00 PM TO 11:00 PM

Where appropriate the term "BATEAUX" refers to its crew, master, owner and agents, Officers, Directors, affiliates and independent contractors. Where appropriate, the term "Client" refers to the person signing this agreement and their designees. The person executing this contract expressly represents that he or she is over twenty-one (21) years of age. Where the Client is a corporation, an unincorporated association, partnership or other legal entity, this contract shall be binding on such entity. The person executing this contract expressly represents that he or she is authorized to execute said contract on behalf of said organization.

Please note the following:

- > Enhancements to upgrade your meal, bar and merchandise are still available to you.
- > Your count may increase based on availability of seats and payment for the additional passengers is due at that time.
- > Smoking is permitted on the outside decks only.
- > Passengers will be subject to BATEAUX security requirements.
- > All cruises are considered public and groups will be together on the same deck unless minimum requirements are met for full ship or deck charter.
- > In order to make your cruise experience as enjoyable as possible, we invite you to let us know of any special concerns such as persons that may require assistance in boarding the vessel or those with special dietary needs. We will endeavor to accommodate such needs to the extent of our ability to do so.
- > Have A Great Cruise !

CRUISE INVOICE			
BATEAUX DINNER CRUISE	260 @	\$200.68	\$52,176.80
PREMIUM BAR 3HR	260 @	\$30.38	\$7,898.80
PREMIUM BAR ADDT'L HR	520 @	\$10.12	\$5,262.40
TAXES AND FEES			\$2,262.00
TOTAL CHARGES			\$67,600.00
DEPOSIT DUE: Thursday December 23, 2004			\$22,308.00
25% of cruise ticket price is considered meals and is subject to applicable taxes.			
	Payments Received:		\$0.00
	Balance Due:		\$67,600.00

TAXES & FEES

All charges, ticket price, beverage, audio-visual, other rental charges are subject to applicable state fees and taxes. Client is responsible for any increases in sales taxes and fees.

CRUISE ESTIMATE \$67,600.00

This is the estimated cruise charge amount based on **260 guests**. You will be charged for the final guarantee or the actual attendance whichever is greater. Any upgrades to ticket price or additional passengers must be paid for when those decisions are made. If payment is not received at that time, BATEAUX has the right to refuse the upgrade request.

INITIAL DEPOSIT \$22,308.00

Your initial deposit is due **Thursday December 23, 2004** with a signed and dated copy of this agreement. This will hold your event on a definite basis. All deposits and payments are **refundable until Thursday May 5, 2005**. Your deposits and payments confirm your reservation and hold your date. Your deposits will be credited towards your event. If your deposits or payments are not received by the due dates, your reservation will be cancelled and BATEAUX will have no further obligations under this agreement.

GUARANTEES ON ATTENDANCE

Confirm your attendance by **Saturday June 4, 2005**. This is considered your final guarantee and not subject to reduction. In the event that no final guarantee is received, the original expected attendance, or actual attendance, whichever is greater will be charged accordingly. The Client is financially responsible for all charges. The Client will be charged for the final guarantee or actual attendance whichever is greater. Details pertaining to this cruise must be submitted to the sales office **Thursday December 23, 2004**.

FINAL PAYMENT DUE: Saturday June 4, 2005

Final payment for the final guaranteed guest count and total estimated charges - including, but not limited to the cruise estimate is due **Saturday June 4, 2005**, by Cash, Cashier's Check, Corporate Check, Credit Card or for approved Direct Bill clients your account will be charged. No personal checks will be accepted within 30 days of the cruise. The Client is responsible for full payment of any and all outstanding amounts owed. Boarding Passes are required for each guest and will be distributed based on your final count prior to the event.

FOOD AND BEVERAGE

The selling, disposing or dispensing of all food, beverages and services on the premises is reserved to BATEAUX. No food or beverages shall be brought on to the premises. No food or beverages will be taken from the premises. Client is charged with the responsibility of providing assistance with enforcement of this clause.

CONDITIONS OF AGREEMENT AND CLIENT RESPONSIBILITY

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Bank One

~~Jp Morgan Chase~~

Monday July 4, 2005 Dinner Cruise Cruise

Client: [REDACTED] for Jp Morgan Chase

Expected Attendance: 260 Ship Charter Departing From: Chelsea Piers Ny

Boarding Time: 05:00 PM Sailing Time: 06:00 PM TO 11:00 PM

ALCOHOL AND MINORS

BATEAUX does not permit the serving of alcoholic beverages to anyone who BATEAUX (in its sole discretion) determines is intoxicated, or who is under the age of twenty-one (21). The Client understands and agrees to abide by this policy and to uphold the laws of the state, federal and municipal government.

HOLD HARMLESS AND INDEMNIFICATION

Client shall indemnify and hold BATEAUX and its crew, master, owner, agents, Officers, Directors, affiliates and independent contractors harmless from any liability or costs (including legal fees) incurred in defense of any claim made by any person (including members of Client's party), arising from injuries or death to persons or damage to property alleged to have been caused by the acts or negligence of any member of Client's party, including claimant, or by any tort committed by a member of Client's party. The use of confetti or rice is strictly forbidden and Client will hold BATEAUX harmless from any injury occurring due to such use by persons. BATEAUX shall not be liable for any damage to property entrusted to its employees (or concessionaires inclusive of checkroom), nor for the loss of any property by theft or otherwise. Neither the crew, master, owner, agents, Officers, Directors, affiliates and independent contractors shall be responsible for any loss, damage, delay or failure of performance hereunder arising or resulting from: act of God; act of war; perils of the sea; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the vessel; accident of the seas, rivers, machinery, and engines and errors of navigation; strike or omission, or thing whatsoever beyond the control of BATEAUX. Further, BATEAUX agrees to indemnify and hold harmless Client from any liability or costs (including legal fees) incurred in defense of any claim made by any person (including members of Client's party) arising from injuries or death to persons or damage to property alleged to have been caused by the negligent acts or omissions of BATEAUX and/or its employees.

LICENSE AND PERMIT

Whenever a license and/or permit is required for Client's event, such license and/or permit must be on file in BATEAUX sales office at least thirty days prior to the cruise from the proper public authority at the Client's own cost: i.e. Casino night, Bingo etc.

SAILING DATE AND TIME

BATEAUX reserves the right to substitute ships and pier pick-up and drop-off location if and when necessary. BATEAUX maintains a published schedule and therefore cannot wait for late passengers. Neither refund nor exchange is authorized for passengers who miss the scheduled departure. In the rare occasion that inclement weather prevents us from cruising, the event will be held dockside.

If the Sales Department does not receive a duly signed copy of this Agreement **Thursday December 23, 2004**, BATEAUX shall be released from all obligations and conditions of the agreement. Thank you once again for considering BATEAUX for this important affair.

Sincerely,

A Szyarto

Date and Signature of Client: [REDACTED]

we want the "glass" boat + pick up at Chelsea Piers NY.



Bank One Education Finance Corporation
111 Monument Circle, IN1-9610
Indianapolis, IN 46277
Fax: (317) [REDACTED]-[REDACTED]

FAX TRANSMISSION

Date: 12-14-04
To: [REDACTED] From: [REDACTED]
Fax: 646-[REDACTED]-[REDACTED] Voice: _____
Firm: Chase Mtg. Planners
Number of Pages including cover: 5

Notes:

NASFAA Contract - Bateaux

BANK ONE

Bank One Education Finance Corporation
111 Monument Circle, IN1-9610
Indianapolis, IN 46277
Fax: (317) [REDACTED]

FAX TRANSMISSION

Date: 12-14-04
To: [REDACTED] From: Roslyn Graham
Fax: 646-[REDACTED]-[REDACTED] Voice: _____
Firm: Arise Mtg. Planners
Number of Pages including cover: 5

Notes:

NAIFAA Contract - Bateaux

Jp Morgan Chase
 [REDACTED]
 140 East 45th Street
 New York NY 10017

CRUISE CONFIRMATION AGREEMENT

December 21, 2004

Thank you for considering BATEAUX for your upcoming event. Your reservation has been made as follows:

Jp Morgan Chase
Monday July 4, 2005 **Dinner Cruise Cruise**
 Client: [REDACTED] for Jp Morgan Chase
 Expected Attendance: 260 Ship Charter Departing From: Chelsea Piers Ny
 Boarding Time: 05:00 PM Sailing Time: 06:00 PM TO 11:00 PM

Where appropriate the term "BATEAUX" refers to its crew, master, owner and agents, Officers, Directors, affiliates and independent contractors. Where appropriate, the term "Client" refers to the person signing this agreement and their designees. The person executing this contract expressly represents that he or she is over twenty-one (21) years of age. Where the Client is a corporation, an unincorporated association, partnership or other legal entity, this contract shall be binding on such entity. The person executing this contract expressly represents that he or she is authorized to execute said contract on behalf of said organization.

Please note the following:

- > Enhancements to upgrade your meal, bar and merchandise are still available to you.
- > Your count may increase based on availability of seats and payment for the additional passengers is due at that time.
- > Smoking is permitted on the outside decks only.
- > Passengers will be subject to BATEAUX security requirements.
- > All cruises are considered public and groups will be together on the same deck unless minimum requirements are met for full ship or deck charter.
- > In order to make your cruise experience as enjoyable as possible, we invite you to let us know of any special concerns such as persons that may require assistance in boarding the vessel or those with special dietary needs. We will endeavor to accommodate such needs to the extent of our ability to do so.
- > Have A Great Cruise ! Jeans, Tee-Shirts, and Tennis Shoes will absolutely not be allowed on board.

CRUISE INVOICE			
BATEAUX DINNER CRUISE	260	@	\$200.68
			\$52,176.80
PREMIUM BAR 3HR	260	@	\$30.38
			\$7,898.80
PREMIUM BAR ADDT'L HR	520	@	\$10.12
			\$5,262.40
TAXES AND FEES			\$2,262.00
TOTAL CHARGES			\$67,600.00
DEPOSIT DUE: Thursday December 23, 2004			\$22,308.00
25% of cruise ticket price is considered meals and is subject to applicable taxes.			-----
		Payments Received:	\$0.00

		Balance Due:	\$67,600.00

TAXES & FEES

All charges, ticket price, beverage, audio-visual, other rental charges are subject to applicable state fees and taxes. Client is responsible for any increases in sales taxes and fees.

CRUISE ESTIMATE \$67,600.00

This is the estimated cruise charge amount based on **260 guests**. You will be charged for the final guarantee or the actual attendance whichever is greater. Any upgrades to ticket price or additional passengers must be paid for when those decisions are made. If payment is not received at that time, BATEAUX has the right to refuse the upgrade request.

INITIAL DEPOSIT \$22,308.00

Your initial deposit is due **Thursday December 23, 2004** with a signed and dated copy of this agreement. This will hold your event on a definite basis. All deposits and payments are **refundable until Thursday May 5, 2005**. Your deposits and payments confirm your reservation and hold your date. Your deposits will be credited towards your event. If your deposits or payments are not received by the due dates, your reservation will be cancelled and BATEAUX will have no further obligations under this agreement.

GUARANTEES ON ATTENDANCE

Confirm your attendance by **Saturday June 4, 2005**. This is considered your final guarantee and not subject to reduction. In the event that no final guarantee is received, the original expected attendance, or actual attendance, whichever is greater will be charged accordingly. The Client is financially responsible for all charges. The Client will be charged for the final guarantee or actual attendance whichever is greater. Details pertaining to this cruise must be submitted to the sales office **Thursday December 23, 2004**.

FINAL PAYMENT DUE: Saturday June 4, 2005

Final payment for the final guaranteed guest count and total estimated charges - including, but not limited to the cruise estimate is due **Saturday June 4, 2005**, by Cash, Cashier's Check, Corporate Check, Credit Card or for approved Direct Bill clients your account will be charged. No personal checks will be accepted within 30 days of the cruise. The Client is responsible for full payment of any and all outstanding amounts owed. Boarding Passes are required for each guest and will be distributed based on your final count prior to the event.

FOOD AND BEVERAGE

The selling, disposing or dispensing of all food, beverages and services on the premises is reserved to BATEAUX. No food or beverages shall be brought on to the premises. No food or beverages will be taken from the premises. Client is charged with the responsibility of providing assistance with enforcement of this clause.

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Jp Morgan Chase
Monday July 4, 2005 **Dinner Cruise Cruise**
Client: [REDACTED] for Jp Morgan Chase
Expected Attendance: 260 Ship Charter Departing From: Chelsea Piers Ny
Boarding Time: 05:00 PM Sailing Time: 06:00 PM TO 11:00 PM

ALCOHOL AND MINORS

BATEAUX does not permit the serving of alcoholic beverages to anyone who BATEAUX (in its sole discretion) determines is intoxicated, or who is under the age of twenty-one (21). The Client understands and agrees to abide by this policy and to uphold the laws of the state, federal and municipal government.

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Client shall indemnify and hold BATEAUX and its crew, master, owner, agents, Officers, Directors, affiliates and independent contractors harmless from any liability or costs (including legal fees) incurred in defense of any claim made by any person (including members of Client's party), arising from injuries or death to persons or damage to property alleged to have been caused by the acts or negligence of any member of Client's party, including claimant, or by any tort committed by a member of Client's party. The use of confetti or rice is strictly forbidden and Client will hold BATEAUX harmless from any injury occurring due to such use by persons. BATEAUX shall not be liable for any damage to property entrusted to its employees (or concessionaires inclusive of checkroom), nor for the loss of any property by theft or otherwise. Neither the crew, master, owner, agents, Officers, Directors, affiliates and independent contractors shall be responsible for any loss, damage, delay or failure of performance hereunder arising or resulting from: act of God; act of war; perils of the sea; act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process provided bond is promptly furnished to release the vessel; accident of the seas, rivers, machinery, and engines and errors of navigation; strike or omission, or thing whatsoever beyond the control of BATEAUX. Further, BATEAUX agrees to indemnify and hold harmless Client from any liability or costs (including legal fees) incurred in defense of any claim made by any person (including members of Client's party) arising from injuries or death to persons or damage to property alleged to have been caused by the negligent acts or omissions of BATEAUX and/or its employees.

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Sincerely,

A Szyarto

Date and Signature of Client: [REDACTED]

December 23, 2004
[REDACTED]
[REDACTED]
Tel: 317 - [REDACTED] - [REDACTED]

Jp Morgan Chase
 140 East 45th Street
 New York NY 10017

CRUISE CONFIRMATION AGREEMENT

December 21, 2004

Thank you for considering BATEAUX for your upcoming event. Your reservation has been made as follows:

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- > Have A Great Cruise ! Jeans, Tee-Shirts, and Tennis Shoes will absolutely not be allowed on board.

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TAXES AND FEES			\$2,262.00
TOTAL CHARGES			\$67,600.00
DEPOSIT DUE: Thursday December 23, 2004			\$22,308.00
25% of cruise ticket price is considered meals and is subject to applicable taxes.			
	Payments Received:		\$0.00
	Balance Due:		\$67,600.00

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If the Sales Department does not receive a duly signed copy of this Agreement **Thursday December 23, 2004**, BATEAUX shall be released from all obligations and conditions of the agreement. Thank you once again for considering BATEAUX for this important affair.

Sincerely,

A Szyarto

Date and Signature of Client: [REDACTED]

December 21, 2004

Please fill out this sheet completely and send back with a clear copy of the front and back of the credit card. You may fax this information to me at 212-
-

Per your instructions, you authorize BATEAUX to charge (debit) your credit card for payment towards your reservation as stated below.

Jp Morgan Chase
Monday July 4, 2005 **Dinner Cruise Cruise**
Client:
Expected Attendance: 260 Ship Charter Departing From: Chelsea Piers Ny
Boarding Time: 05:00 PM Sailing Time: 06:00 PM TO 11:00 PM
Confirmation #: 165723

AMOUNT TO BE CHARGED: _____

TODAY'S DATE: _____

Please Circle card type

American Express

Visa

MasterCard

Diner's Club

Discover

Credit Card Number _____

Expiration Date _____

Please print the following infomation

Cardholder's Name _____

Cardholder's Billing Address _____

Home Telephone () _____

Work Telephone () _____

Cardholder acknowledges receipt of goods and services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholders agreement with the Issuer.

Cardholder's Signature _____

Please leave this box blank for our Office Administrator's use

Date: _____

Initials: _____

Entered By: _____

www.spiritercruises.com



Spirit Cruises, LLC
 Chelsea Piers, Pier 62
 Suite 200
 New York, NY 10011

JP Morgan Chase
 [REDACTED]
 140 East 45th Street
 New York, NY 10017

CRUISE DATE: Monday July 4th, 2005
 PAX COUNT: 260 guests
 BOARDING TIME: 5:00pm
 SAILING TIME: 6:00pm - 11:00pm
 DEPARTING FROM: Chelsea Piers, NY

SALES REP: A. Szyarto

CONTRACT #: 165723

ITEM	DESCRIPTION	AMOUNT DUE
Adult Ticket	260 @	\$260.00
5 Hour DJ Entertainment	1 @	\$1,050.00
	Total Charges:	\$68,650.00
	Payment Received	\$27,038.00
	Balance Due	\$41,612.00

All payments are due 30days prior to sailing.
 Payments made within 30 days prior to sailing
 must be made with certified funds.
 Contract valid when money is received

I have read and agree to the terms and conditions
 of this contract.

Customers' Signature _____ Date _____

NASFAA Conference
 July 3-6, 2005
 New York City, NY
 Event

Total Cost:
 Cost per individual
 (132 schools & 30 Chase employees)

\$74,277
 \$459

Attendee	School Name	School Code
[REDACTED]	Arizona State University	[REDACTED]
[REDACTED]	American Intercontinental	[REDACTED]
[REDACTED]	American University	[REDACTED]
[REDACTED]	ATI Enterprises, INC	[REDACTED]
[REDACTED]	ATI Enterprises, INC	[REDACTED]
[REDACTED]	Atlantic Union College	[REDACTED]
[REDACTED]	Atlantic Union College	[REDACTED]
[REDACTED]	Biola University	[REDACTED]
[REDACTED]	Butler University	[REDACTED]
[REDACTED]	Butler University	[REDACTED]
[REDACTED]	Butler University	[REDACTED]
[REDACTED]	Cal Baptist University	[REDACTED]
[REDACTED]	Capella University	[REDACTED]
[REDACTED]	Career College of America	[REDACTED]
[REDACTED]	Career College of America	[REDACTED]
[REDACTED]	Career College of America	[REDACTED]
[REDACTED]	Career College of America	[REDACTED]
[REDACTED]	Career College of America	[REDACTED]
[REDACTED]	Career Institute of Health Tech	[REDACTED]
[REDACTED]	Career Institute of Health Tech	[REDACTED]
[REDACTED]	Career Institute of Health Tech	[REDACTED]
[REDACTED]	Career Institute of Health Tech	[REDACTED]
[REDACTED]	Centenary College	[REDACTED]
[REDACTED]	Clarion University	[REDACTED]
[REDACTED]	CSU East Bay	[REDACTED]
[REDACTED]	CSU East Bay	[REDACTED]
[REDACTED]	CSU East Bay	[REDACTED]
[REDACTED]	Dillard University	[REDACTED]
[REDACTED]	Drexel University (main)	[REDACTED]
[REDACTED]	East Central University	[REDACTED]
[REDACTED]	East Texas Baptist University	[REDACTED]
[REDACTED]	East Texas Baptist University	[REDACTED]
[REDACTED]	Eastern Michigan University	[REDACTED]
[REDACTED]	El Paso Community College	[REDACTED]
[REDACTED]	Emerson College	[REDACTED]
[REDACTED]	Emerson College	[REDACTED]
[REDACTED]	Evangel University	[REDACTED]

[REDACTED]	FCCJ	[REDACTED]
[REDACTED]	FCCJ	[REDACTED]
[REDACTED]	Franklin College	[REDACTED]
[REDACTED]	Georgian Court University	[REDACTED]
[REDACTED]	Gettysburg University	[REDACTED]
[REDACTED]	Golden Gate University	[REDACTED]
[REDACTED]	Grambling State University	[REDACTED]
[REDACTED]	Hanover College	[REDACTED]
[REDACTED]	Hanover College	[REDACTED]
[REDACTED]	Henry Ford Comm College	[REDACTED]
[REDACTED]	Hofstra University	[REDACTED]
[REDACTED]	Hofstra University	[REDACTED]
[REDACTED]	International Academy of Design Tech	[REDACTED]
[REDACTED]	IUPUI	[REDACTED]
[REDACTED]	IUPUI - PA	[REDACTED]
[REDACTED]	JFK University	[REDACTED]
[REDACTED]	Johnson County Community College	[REDACTED]
[REDACTED]	Langston University	[REDACTED]
[REDACTED]	Lawrence Tech	[REDACTED]
[REDACTED]	Lesley University	[REDACTED]
[REDACTED]	Louisiana State University	[REDACTED]
[REDACTED]	Marist College	[REDACTED]
[REDACTED]	Marist College	[REDACTED]
[REDACTED]	Marist College	[REDACTED]
[REDACTED]	Marist College	[REDACTED]
[REDACTED]	Marist College	[REDACTED]
[REDACTED]	Master's College and Seminary	[REDACTED]
[REDACTED]	Michigan State University	[REDACTED]
[REDACTED]	Milwaukee Institute of Art & Design	[REDACTED]
[REDACTED]	Milwaukee School of Engineering	[REDACTED]
[REDACTED]	Monroe College	[REDACTED]
[REDACTED]	Monroe College	[REDACTED]
[REDACTED]	Monroe College	[REDACTED]
[REDACTED]	Monroe College	[REDACTED]
[REDACTED]	Monroe College	[REDACTED]
[REDACTED]	Nashville Auto Diesel College	[REDACTED]
[REDACTED]	New Jersey City University	[REDACTED]
[REDACTED]	Oklahoma City University	[REDACTED]
[REDACTED]	Oklahoma City University	[REDACTED]
[REDACTED]	Ottawa University	[REDACTED]
[REDACTED]	Pueblo Community College	[REDACTED]
[REDACTED]	Seattle University	[REDACTED]
[REDACTED]	Seattle University	[REDACTED]
[REDACTED]	Seattle University	[REDACTED]
[REDACTED]	Southeast Community College	[REDACTED]
[REDACTED]	Southeastern Oklahoma State University	[REDACTED]
[REDACTED]	Southern Methodist University	[REDACTED]
[REDACTED]	Southern Methodist University	[REDACTED]
[REDACTED]	Southern Methodist University	[REDACTED]
[REDACTED]	Southern Methodist University	[REDACTED]
[REDACTED]	Southern Methodist University	[REDACTED]
[REDACTED]	Southern Methodist University	[REDACTED]

[REDACTED]	Southern Methodist University	[REDACTED]
[REDACTED]	Southwestern Assemblies of God	[REDACTED]
[REDACTED]	Southwestern Assemblies of God	[REDACTED]
[REDACTED]	Southwestern Oklahoma University	[REDACTED]
[REDACTED]	Southwestern University	[REDACTED]
[REDACTED]	Southwestern University	[REDACTED]
[REDACTED]	Spartan School of Aeronautics	[REDACTED]
[REDACTED]	St Gregory's University	[REDACTED]
[REDACTED]	St. John's College	[REDACTED]
[REDACTED]	Stanford University Graduate School	[REDACTED]
[REDACTED]	Stephen F Austin University	[REDACTED]
[REDACTED]	Stony Brook University School of Medicine	[REDACTED]
[REDACTED]	SUNY Upstate Medical College	[REDACTED]
[REDACTED]	Texas Tech University	[REDACTED]
[REDACTED]	Texas Tech University	[REDACTED]
[REDACTED]	Texas Tech University	[REDACTED]
[REDACTED]	Texas Woman's University	[REDACTED]
[REDACTED]	Trinity University	[REDACTED]
[REDACTED]	Tulsa Community College	[REDACTED]
[REDACTED]	University of California - San Francisco	[REDACTED]
[REDACTED]	University of California - San Francisco	[REDACTED]
[REDACTED]	University of California - San Francisco	[REDACTED]
[REDACTED]	University of La Verne	[REDACTED]
[REDACTED]	University of LaVerne	[REDACTED]
[REDACTED]	University of Louisiana at Monroe	[REDACTED]
[REDACTED]	University of New Orleans	[REDACTED]
[REDACTED]	University of North Texas	[REDACTED]
[REDACTED]	University of North Texas	[REDACTED]
[REDACTED]	University of North Texas	[REDACTED]
[REDACTED]	University of Oklahoma	[REDACTED]
[REDACTED]	University of Texas at Arlington	[REDACTED]
[REDACTED]	University of Texas at Austin	[REDACTED]
[REDACTED]	University of Texas at Austin	[REDACTED]
[REDACTED]	US Education Corp	[REDACTED]
[REDACTED]	Vanguard University	[REDACTED]
[REDACTED]	Vanguard University	[REDACTED]
[REDACTED]	Vanguard University	[REDACTED]
[REDACTED]	Wabash College	[REDACTED]
[REDACTED]	Wabash College	[REDACTED]
[REDACTED]	Westmont College	[REDACTED]
[REDACTED]	Wittenberg University	[REDACTED]
[REDACTED]	Woodbury Univeristy	[REDACTED]
[REDACTED]	Woodbury Univeristy	[REDACTED]



April 4, 2007

Winner Name
Winner Title
Winner School Name
City, State, Zip

Dear Winner Name,

On behalf of Chase/Bank One Education Finance Group we want to personally congratulate you on winning one of our prizes raffled off at our special customer event at NASFAA on the fourth of July. It is enclosed, and we hope you enjoy it for many years to come!

We appreciate being a trusted lender partner for you and the students and parents you serve, and we will continue to work hard to meet your needs. If there is anything we can do to help you, your staff, or the individuals you serve, please do not hesitate to contact us at 1-888-████-████.

Sincerely,

██████████
██████████, Chase Education Finance Group

██████████
██████████, Chase

OFFICE OF THE BURSAR

PHONE: FAX:

ntumView"
ntumViewNoti
ips.com>

To: [redacted]@chase.com
cc:
Subject: UPS Delivery Notification, Tracking Number

5/05 05:03 PM
a respond to
notify

y to this e-mail. UPS and Bank One IN1-9610 will not receive your reply.

of Bank One IN1-9610, this notice is to confirm that the following shipment
red.

Important Delivery Information

Delivery Date / Time: 15-July-2005 / 2:24 PM
Delivery Location: RECEIVER
Signed by: [redacted]

Shipment Detail

Ship To:

[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

US

UPS Service:
Weight:

GROUND
1.0 LBS

Tracking Number:
Reference Number 1:

[redacted]
[redacted]

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This e-mail was automatically generated by UPS e-mail services at the shipper's request. Any reply to this e-mail will not be received by UPS or the shipper. Please contact the shipper directly if you have questions regarding the referenced shipment or you wish to discontinue this notification service.

*Dear Prize Winner
Chasat*

ENTER TO WIN

by our booth and drop off
your entry!

Name (Please Print)

Institution (Please Print)

Code Telephone

Address (Please Print)

To: [redacted]@chase.com
cc:
Subject: UPS Delivery Notification, Tracking Number
1ZA5840A0393927883

14 PM
to

e-mail. UPS and Bank One IN1-9610 will not receive your reply.
Bank One IN1-9610, this notice is to confirm that the following shipment

Information

Date: 15-July-2005 / 3:33 PM
FRONT DESK



Signed by: [redacted] AS

Shipment Detail

Ship To:
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
US

UPS Service: GROUND
Weight: 1.0 LBS
Tracking Number: [redacted]
Reference Number 1: [redacted]

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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@chase.com

Email: [REDACTED]@ [REDACTED].edu

Fax: [REDACTED]
[REDACTED]
[REDACTED]

UPS Delivery Notification, Tracking Number
[REDACTED]

auto-notify

***Do not reply to this e-mail. UPS and Bank One IN1-9610 will not receive your reply.

At the request of Bank One IN1-9610, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Delivery Date / Time: 15-July-2005 / 10:19 AM
Delivery Location: DOCK
Signed by: [REDACTED]

Shipment Detail

Ship To:
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
US

UPS Service:
Weight:

GROUND
1.0 LBS

Tracking Number:
Reference Number 1:

[REDACTED]
[REDACTED]

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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]@chase.com

UPS Delivery Notification, Tracking Number
[REDACTED]
[REDACTED]
[REDACTED]@edu

***Do not reply to this e-mail. UPS and Bank One IN1-9610 will not receive your reply.

At the request of Bank One IN1-9610, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Delivery Date / Time: 14-July-2005 / 9:09 AM
Delivery Location: DOCK
Signed by: [REDACTED]

Shipment Detail

Ship To:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
US

UPS Service:
Weight:

GROUND
1.0 LBS

Tracking Number:
Reference Number 1:

[REDACTED]
[REDACTED]

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"QuantumView"
<QuantumViewNoti
fy@ups.com>

To: [REDACTED]@chase.com
cc:
Subject: UPS Delivery Notification, Tracking Number
[REDACTED]

1/1/05

07/19/05 10:49 PM
Please respond to
auto-notify

***Do not reply to this e-mail. UPS and Bank One IN1-9610 will not receive your reply.

At the request of Bank One IN1-9610, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Delivery Date / Time: 19-July-2005 / 7:35 PM
Delivery Location: RECEIVER
Signed by: [REDACTED]

Shipment Detail

Ship To:
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
US

UPS Service: GROUND
Weight: 40.0 LBS

Tracking Number: [REDACTED]
Reference Number 1: [REDACTED]

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"QuantumView"
<QuantumViewNoti
fy@ups.com>

To: [REDACTED]@chase.com
cc:
Subject: UPS Delivery Notification, Tracking Number
[REDACTED]

07/19/05 05:44 PM
Please respond to
auto-notify

120d

***Do not reply to this e-mail. UPS and Bank One IN1-9610 will not receive your reply.

At the request of Bank One IN1-9610, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Delivery Date / Time: 19-July-2005 / 1:47 PM
Driver Release Location: FS

Shipment Detail

Ship To:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

US

UPS Service:
Weight:

GROUND
2.0 LBS


Tracking Number:
Reference Number 1:

[REDACTED]
[REDACTED]

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NASFAA 2005



SAVE THE DATE
FOURTH OF JULY 2005
NYC

This Fourth of July, plan to join Bank One to spend an unforgettable evening of festive celebration under spectacularly "sparkling" New York City nighttime skies! Curious? Stay tuned for more details!

We intend for you to be our guest at this event. If you are subject to any state law or institutional rule that prohibits you from accepting our hospitality, please let us know what arrangement should be made for your share of the expense. Bank One education loans are marketed by and provided through Bank One Education Finance Corporation. ©2005 Bank One Education Finance Corporation. (05-198) 03/05

BANK ONE

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**PSST...
LOOK INSIDE!**

CHASE  **BANK ONE.**

NASFAA 2005

LET THE FIREWORKS BEGIN!

Chase and Bank One cordially invite you to join us for a unique and exciting Independence Day celebration during the 2005 NASFAA conference in New York City!

We'll be sailing on the Bateaux New York on the East River, complete with a specially-selected dinner menu and the best view* in town of Macy's fireworks event in downtown NYC!

DATE: MONDAY, JULY 4TH

TIME: 6:00 — 10:00 P.M. (BOARDING AND GROUND TRANSPORTATION SCHEDULE TO BE PROVIDED UPON R.S.V.P.)

DINNER: 3-COURSE MEAL WITH OPEN, PREMIUM BAR

FUN: MACY'S FIREWORKS SHOW, DANCING, AND A DJ!

RAFFLE: WIN 1 OF 5 NEW IPOD SHUFFLES!

Please R.S.V.P. to Renee Werts at 317-236-5760 or via e-mail: renee_d_werts@bankone.com by Friday, June 10th.

* The boat is glass-covered and air conditioned; weather is not a factor.

NASFAA 2005

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DINNER: 3-COURSE MEAL WITH OPEN, PREMIUM BAR

FUN: MACY'S FIREWORKS SHOW, DANCING, AND A DJ!

RAFFLE: WIN 1 OF 5 NEW IPOD SHUFFLES!

Please R.S.V.P. to Roslyn Graham at 317-236-5765 or via e-mail: roslyn_graham@bankone.com by Friday, May 6th.

*The Best View of the East River from the East River

WE'RE READY TO SET SAIL



NASFAA2005



WE'RE READY TO SET SAIL



NASFAA2005



You've been invited to join Chase and Bank One for an exciting Independence Day celebration — Now your place is set!

We'll be sailing on the Bateaux New York on the East River, complete with a specially-selected dinner menu and the best view in town of the Macy's fireworks event.

**SO DON'T FORGET US ON MONDAY, JULY 4TH
BUSES TO THE PIER WILL BEGIN AROUND 4 P.M. AT THE
HILTON NEW YORK WITH OUR SAILING TIME SCHEDULED
FROM 6 TO 11 P.M.***

Along with the big show, dinner, and premium bar, there will be dancing, a DJ, giveaways, and a whole lot of fun.

If you have any questions once you arrive at NASFAA 2005, please contact your Chase-Bank One representative or stop by our booth on the convention floor — Booth Number 109.

**The boat is glass-covered and air-conditioned; weather is not a factor.*



We intend for you to be our guest at this event. If you are subject to any state law or institutional rule that prohibits you from accepting our hospitality, please let us know what arrangement should be made for your share of the expense. © 2005 JPMorgan Chase & Co. (05-200) 06/05

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