



PAYMENT SERVICES

1. Products/Services

- 1.1 Products shall consist of the following consumer and commercial means for the exchange of monetary value and methods of payment for goods and services, without regard to the technology or medium utilized for the transfer of data (e.g. cards, on-line functionality, mobile technology, radio frequency identification (RFID), near field communication (NFC)) (collectively, "Payment Services"):
- (a) credit and charge payment services, e.g. consumer credit and charge services, expense vouchers and commercial distribution, corporate, business, fleet and purchasing services;
 - (b) debit services, e.g. consumer debit, business debit, electronic funds transfer point of sale (EFTPOS) services;
 - (c) prepaid payment, services denominated in monetary units, e.g. gift cards, payroll cards, vale cards;
 - (d) electronic monetary value exchange services offered in connection with a product or service contemplated in (a) to (c) above and (e) and (f) below, e.g. cash dispensing, or pre-paid card loading, money transfer; all whether at automated teller machine (ATMs) or otherwise;
 - (e) travelers' checks and travel vouchers; and
 - (f) remote payment services, e.g. on-line virtual "wallets"/"check out" services (such as "VISA Check Out"), on-line bill payment services; all with the understanding that home banking services are expressly excluded.
- 1.2 The product "remote bill payment" is included on a co-exclusive basis with the NOC's banking sponsor (if any) only, provided that the banking sponsor's remote bill payment product, if any, is the banking sponsor's proprietary product which does not feature any other third-party branding.
- 1.3 Products and/or services which provide transaction security, or authentication for the exchange of monetary value or payment of goods and services through electronic media using Products, are included in the definition of Products provided that the promotion and exclusivity of such products and/or services are within the context of Products.
- 1.4 Pre-paid cards are not included in the definition of Products so long as such cards are single-function and denominated in units of a product/service rather than in monetary units (e.g., a card providing a certain number of minutes of telephone service is not included in the definition of Products). Non pre-paid cards, which are used to access a line of credit from a telecommunication company, are included in the definition of Products. For the avoidance of doubt, the NOC may not grant to any party the right to place the NOC MARKS on any pre-paid single function stored value card, whatever their denomination, or on any non-prepaid single function cards, which are used to access a line of credit from a telecommunications company.

2. Exclusions

Products or services within the banking or investment banking categories are not included in the definition of Products, except those products which include remote bill payment.

3. Partner's Brands and Member Financial Institutions

- 3.1 The following brands, trade names and trademarks of Products owned or controlled by Partner may feature the OLYMPIC MARKS or NOC MARKS on Products or on advertising or promotional material relating thereto:
- (a) VISA (including, for the avoidance of doubt, all PRODUCT names that include "Visa", including by way of example "Verified By Visa", "Visa BUXX", "Visa Vale" and "Visa Commercial")
 - (b) PLUS
 - (c) INTERLINK
 - (d) ELECTRON
 - (e) Vpay
 - (f) VisaV
 - (g) such other brands or trade names relating to Products that may be approved by the IOC.

3.2 Partner's Affiliates and Member Financial Institutions are authorized to use the OLYMPIC MARKS and the NOC MARKS on Products, product promotions and premiums. Therefore, (by way of example and without limitation):

- (a) Marks of Member Financial Institutions other than the NOC's Banking Sponsor may appear on payment cards together with OLYMPIC MARKS and imagery; and
- (b) Partner may produce promotional and advertising materials in conjunction with Member Financial Institutions other than the NOC's Banking Sponsor, which materials may include OLYMPIC MARKS and imagery.

4. **Special Provisions**

4.1 The NOC has not granted and will not grant any Olympic-related rights or opportunities, including cause-related marketing rights, to Competitors of Partner, or NOC's Banking Sponsor (if any) that trade under or use a trade name incorporating the name of a Competitor of Partner shall not be granted Olympic-related rights as a bank or financial institution sponsor. "Competitor of Partner" means:

<u>Entity</u>	<u>Current Products</u>
American Express	AMEX Express Cash, Travel Related Services, Travel Cards, the American Express Card, Optima, Sollo, Quattro
Assist-Card	Assist-Card
Bill Me Later	Bill Me Later payment service
Blackhawk (but only as to products named herein)	Blackhawk prepaid cards, payment network
China Union Pay	CUP Card, payments network
Citicorp (but only as to Products)	Carte Blanche, Choice, Diners Club, Diners Club Cash Network, other non-Visa "Citi" cards which are used as Products
Discover	Discover Card, Discover Card Cash Network, Pulse network
European Savings Bank Financial Services Company	Eufiserv (European ATM Network)
First Data Corporation	Prepaid Cards, First Data Services, ValueLink cards
Google (but solely as to the product named herein)	Google Checkout
Japan Credit Bureau	JCB Card, payments network
Lufthansa (but solely as to the product named herein)	Air Plus (international air travel and travel entertainment card)
MasterCard Worldwide	MasterCard Card, MasterCard Travellers Cheques, Access Card, Maestro debit card, EDC (European Debit Card), Cirrus (world-wide ATM Network), Banamex Card (Mexico), Carnet (Mexico), Creditcard Card (Brazil), Mondex, Multos, Europay, Eurocheque, Euro travellers cheque, Switch card services
MoneyGram	MoneyGram Services
NYCE	NYCE debit network
Paypal	Paypal services
Tempo Payments Inc.	Tempo affinity debit cards
Thomas Cook Bureau Limited	Thomas Cook Travellers Cheques
Western Union	Western Union Services

The list of Competitor of Partner may be amended by the IOC/IOC TMS in writing.

4.2 The NOC has not granted and will not grant to any third party, including any Banking Sponsor, any right to use or sublicense any OLYMPIC MARKS or any other advertising, promotional or marketing rights related to Olympic Themed events or programs for use in connection with Products. In the event that a third party violates the sublicensing prohibition above or otherwise makes inappropriate use of OLYMPIC MARKS or undertakes Olympic-Themed marketing or Olympic-Themed hospitality activities, the NOC will take reasonable steps to correct any such inappropriate sublicensing, use or activity.

"Olympic Themed" means: any materials, event or program that, with the permission or acquiescence of the IOC or an NOC, includes an OLYMPIC MARK or any form of the word "Olympic" in its name, content, advertising, promotion, publicity or on-site materials. Notwithstanding the foregoing, the use of reasonably small placards, signage and similar identification at a venue by the authority controlling the

venue of an event or program which identifies itself as an Olympic venue does not, in and of itself, cause the event or program to be deemed "Olympic-Themed," so long as the placard or signage is not featured in the advertising or promotion of the event or program.

- 4.3 The NOC shall, subject to applicable law, demonstrate a preference for Partner's Products in connection with official NOC events and merchandise sales by the NOC. Further, the NOC will ensure that all agreements with its appointed ticket sales agents will include language requiring the agents to promote the VISA Card as the official and preferred card for the Games. Such agents are permitted to accept payment for tickets by cards other than the VISA Card, provided however, that such cards other than the VISA Card may not be granted any official status or marketing association in connection with the Games and that agents are forbidden from promoting in any manner any payment card other than the VISA Card in connection with the sale and distribution of tickets.
- 4.4 The NOC acknowledges that new types of payment services products may be developed during the term of this Agreement. The NOC agrees to consider in good faith any request for approval made by Partner for an inclusion of such products into the definition of Products, such approval not to be unreasonably withheld.
- 4.5 Business Expenses. The NOC shall use reasonable endeavours to adopt Partner's Products for Olympic-related business expenses, subject to the Partner offering a competitive price for such Products to the NOC and its Olympic Team. A competitive price shall be understood as a price which the NOC would be able to obtain in the market as a major customer.

