

**AMENDED AND RESTATED
AFFINITY AGREEMENT
AMERICAN CHEMICAL SOCIETY**

This Agreement is entered into as of this 31st day of March, 2006 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and AMERICAN CHEMICAL SOCIETY having its principal place of business in Washington, District of Columbia ("ACS") for themselves, and their respective successors and assigns.

WHEREAS, ACS and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ACS; and

WHEREAS, ACS and MBNA America mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, ACS and MBNA America agree as follows:

I. DEFINITIONS

When used in this Agreement,

- (a) "ACS Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with ACS.
- (b) "Agreement" means this agreement and Schedules A through B.
- (c) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.
- (d) "Business GIP Account" means a Business Credit Card Account opened pursuant to a GIP in which ACS complies with the GIP provisions of this Agreement.
- (e) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (f) "Business Gold Reserve Account" means a GoldReserve (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.

- (g) "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.
- (h) "Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.
- (i) "Business Reward GIP Account" means a Business Rewards Account opened pursuant to a GIP in which ACS complies with the GIP provisions of the Agreement.
- (j) "Credit Card Account" means a credit card account opened in response to marketing efforts made pursuant to the Program.
- (k) "Customer" means any Member who is a participant in the Program.
- (l) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and reward card program. Notwithstanding the foregoing, "Financial Service Product" shall not include any educational loan program or mortgage loan program offered to the Members or any program using the Trademarks which is offered to ACS employees and their family members, former ACS employees and their family members, by the American Chemical Society Federal Credit Union ("the Credit Union). The Parties acknowledge that members of the American Association for the Advancement of Science and of the American Human Services Association are also eligible to join and participate in the Credit Union.
- (m) "Group Incentive Program" or "GIP" means any marketing or other program whereby ACS conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (n) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which ACS complies with the GIP provisions of this Agreement.
- (o) "Gold Option Account" means a GoldOption® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (p) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

(q) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses, who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(r) "Member" means a member of ACS and/or other potential participants mutually agreed to by ACS and MBNA America.

(s) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(t) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

(u) "Reward GIP Account" means a consumer Reward Credit Card Account opened pursuant to a GIP in which ACS complies with the GIP provisions of the Agreement.

(v) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (*e.g.*, World Points), as determined by MBNA America from time to time, in its sole discretion.

(w) "Royalties" means the compensation set forth in Schedule A.

(x) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by ACS or any ACS Affiliate during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ACS

(a) ACS agrees that during the term of this Agreement neither ACS nor any ACS Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, aid, develop, market, or solicit proposals for programs offering any Financial Service Products of any organization other than MBNA America, provided that any exploratory discussions between ACS and another organization regarding such programs shall not be deemed by the parties hereto to breach this provision as long as such exploratory discussions have not progressed to the point of an offer being made to ACS; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; (iii) unreasonably fail to enforce or protect ACS' rights to or interests in or to the Trademarks from any prohibited or infringing use by any other party; and (iv) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists

or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, ACS may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by ACS of said financial institution or advertising for a Financial Service Product.

(b) ACS agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program, provided that ACS may refuse to provide assistance if any such requested assistance may adversely impact ACS' treatment by the Internal Revenue Service as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code. It is agreed by the parties hereto that ACS shall undertake no marketing or promotion with respect to the Program.

(c) ACS authorizes MBNA America to solicit Members by mail, direct promotion, internet, and/or advertisements for participation in the Program.

(d) In order to protect the good will of ACS, ACS shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due ACS. In the event such costs exceed Royalties then due ACS, ACS shall promptly reimburse MBNA America for all such costs.

(e) Within thirty (30) days following the request of MBNA America, ACS shall provide MBNA America with the Mailing List free of any charge; provided, however, that ACS shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that ACS not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by ACS or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due ACS. ACS shall provide the first Mailing List, containing at least eighty thousand (80,000) non-duplicate names, with all corresponding information, as soon as possible but no later than thirty (30) days after ACS's execution of this Agreement.

(f) ACS shall, and shall cause any ACS Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ACS. Notwithstanding the above, ACS may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to ACS. Any correspondence received by ACS that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within

24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(g) ACS hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks and Mailing Lists solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. ACS shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after ACS's execution of this Agreement. However, ACS does not formally endorse, certify, guarantee, sponsor, or warrant the Program. Nothing stated in this Agreement prohibits ACS from granting to other persons a license to use the Trademarks and Mailing Lists in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) ACS shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site(s) of ACS. For purposes of ACS' reporting requirements, the parties will in good faith work to assign a valuation for this advertising. The parties hereto agree that such valuation will have no effect upon Royalties hereunder nor will it require MBNA to make any payment to ACS or any other party. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle ACS to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. ACS shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request. ACS shall provide MBNA America with the ability to access any and all pages within the ACS internet site(s), including without limitation any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all materials concerning or related to the Program, which may be developed by or on behalf of ACS.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of ACS.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of ACS. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by ACS.

4. REPRESENTATIONS AND WARRANTIES

(a) ACS and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

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

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

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) ACS represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks and Mailing Lists to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program. ACS will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in

connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to ACS solely for the use of ACS' valuable intellectual property. Royalties will not be paid without a completed Schedule B (W-9 Form and EFT Form). Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. These Royalties shall be payment solely for the use by MBNA America of ACS' intellectual property and shall in no way be considered compensation or reimbursement for services rendered, or activities undertaken, by ACS on behalf of MBNA America. ACS' role under this Agreement shall be confined to that of a passive licensor of the Trademarks and Lists for use in MBNA America's marketing efforts.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide ACS with a statement showing (i) the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the number of retail purchase transactions (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts; and (ii) the Business Credit Card Account retail purchase transaction volume.

6. PROGRAM ADJUSTMENTS

MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and ACS shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective

duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or requested by any governmental regulatory authority.

8. CUSTOMER LIST

(a) Each calendar year during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), MBNA America shall provide ACS with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Agreement, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to ACS, and may restrict any use by ACS of any Customer List or Customer Information which is provided by MBNA America to ACS, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.

(b) ACS shall return to MBNA America each Customer List, in the same form as received by ACS within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, ACS agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

(c) Any Customer List provided to ACS may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to ACS. A violation of this Agreement is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (a) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (b) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (c) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. ACS expressly acknowledges and agrees that ACS has no property right or interest whatsoever in any Customer List. ACS shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times ACS shall keep in confidence and trust all Customer Lists. ACS further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and ACS specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) ACS shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. ACS shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. ACS agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to ACS from time to time. ACS shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of ACS who need such access to perform their duties for ACS. In view of the confidential nature of the Customer List, ACS warrants that ACS and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Agreement impossible, then in the event that any Customer List is handled or used in a fashion that violates this Agreement by ACS or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Agreement, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, ACS agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by ACS and/or its employees, volunteers, agents or representatives of this Agreement, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Agreement or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event ACS receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, ACS agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

(a) ACS shall not be liable for any indirect, special, incidental or consequential loss or damage of any kind, including lost profits (whether or not the parties have been advised or such loss or damage) arising in any way in connection with MBNA America's marketing of or operation of the Program. Specifically, ACS shall not be responsible for the obligations of its Members or others to MBNA America for services rendered.

(b) MBNA America and ACS, as the case may be (an "indemnifying party"), and its officers, directors and employees shall indemnify, defend and hold harmless the other party, its officers, directors, members, agents, subcontractors and employees (individually or collectively, an "indemnified party"), from any and all claims, demands, suits, costs, expenses, (including reasonable attorneys' fees) of whatever nature and description arising out of or related in any way to: (i) the negligent acts or omissions or willful misconduct of an indemnifying party or its officers, directors or employees; or (ii) the breach of this Agreement by the indemnifying party or its officers, directors, employees, agents, or subcontractors

10. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2011. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

11. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

12. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or ACS, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or ACS becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by ACS or any ACS Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, ACS shall not attempt to cause the removal of ACS's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, ACS agrees that neither ACS nor any ACS Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, ACS may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program provided the opportunity is not only made available to such persons but

rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

(g) For a one (1) year period following the termination of this Agreement, for any reason, except for breach by ACS, MBNA America shall pay ACS Royalties on the Deposits product only, in accordance with Schedule A (G) herein, in consideration for ACS' promise and agreement not to market, solicit, offer, etc any deposits product or product substantially similar thereto during such one year period.

(h) One hundred and eighty (180) days prior to any planned termination of the Agreement by MBNA, the restriction set forth in Section 2(a)(i) solely relating to the exploratory discussions with other organizations will be waived by MBNA America to the extent of allowing ACS to receive offers from such organizations regarding programs for products similar to the Financial Services Products.

13. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by ACS pursuant to any GIP. In that regard, ACS shall give MBNA America sixty (60) days prior notice of its desire, if any, to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle ACS to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by ACS as instructed by MBNA America for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule A.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials, if any, distributed by ACS pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of ACS pursuant to any GIP shall be deducted from any or all Royalty payments due ACS under this Agreement.

(e) ACS shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

14. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), 7, 12(c), 12(d) and 12(f) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to American Chemical Society:

American Chemical Society,
1155 Sixteenth Street, N.W.
Washington, DC 20036

ATTENTION: Ms. Contact: Kira Johnson,
Marketing Associate

Fax #: (202)-872-6337

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Account Executive, American Chemical Society

Fax #: (302) 432-0499

With a copy to:

MBNA AMERICA (DELAWARE), N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director, Business Lending

Fax #: 302-432-0499

(with respect to notices affecting or relating to business credit card accounts of any kind).

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit card accounts are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and ACS are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than ACS and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(1) Upon the written request of ACS, but no more frequently than one request in any twelve (12) month period, MBNA America shall provide ACS with system reports generated by MBNA America containing all the information which both (i) formed the basis of MBNA America's calculation of the Royalties due ACS since the last request was made or, if no previous request was made hereunder, for the last four Royalty calculations performed by MBNA America, and (ii) may be disclosed by MBNA America without violating any legal rights of any third party or obligation of MBNA America. Such reports shall be certified by an officer of MBNA America as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by MBNA America, at ACS' expense, if ACS so requests such accountants' certification in its written request(s) for the generation of such reports hereunder.
IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

AMERICAN CHEMICAL SOCIETY

By: 

Name: Alan L. Hutchins, Director

Title: Marketing & Administration

Date: ACS, Membership Division

MBNA AMERICA BANK, N.A.

By: 

Name: David Booth

Title: EUP

Date: 3.6.06

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay ACS a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of consumer accounts for ACS employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CONSUMER CREDIT CARD ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.60% (sixty basis points) of all retail purchase transaction dollar volume generated by Customers using a new consumer Credit Card Account only (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an existing consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$5.00 (five dollars) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.25% (twenty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

C. GIP ACCOUNTS

1. \$50.00 (fifty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$50.00 (fifty dollars) for each Business Reward GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within

the first ninety (90) days of the Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Business Reward GIP Account will not qualify for any other opening-of-account Royalty.

3. \$50.00 (fifty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Business GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Business GIP Accounts will not qualify for any other opening-of-account Royalty.
4. \$50.00 (fifty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. BUSINESS CREDIT CARD ACCOUNTS

Business Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Credit Card Accounts.

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

E. BUSINESS REWARD ACCOUNTS

Business Reward Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Reward Credit Card Accounts.

0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges,

excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).

F. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

G. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

H. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

I. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

J. DEPOSIT ACCOUNTS

“CD Deposits” means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

“MMDA Deposits” means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (one tenth of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.
2. 0.050% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0041667%) of the average CD Deposits.

**DEPOSIT PROGRAM ADDENDUM
TO THE AMERICAN CHEMICAL SOCIETY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 14 day of Sept., 2007, by and between American Chemical Society ("ACS") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ACS and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of March 31, 2006, as the same has been amended (the "Agreement") wherein Bank provides certain financial services to persons included in lists provided to Bank by or on behalf of ACS; and,

WHEREAS, ACS and Bank desire to clarify their mutual understanding that money market deposit accounts, certificate of deposit accounts and Individual Retirement Accounts are Financial Service Products under the Agreement and part of ACS's Program; and,

WHEREAS, ACS and Bank otherwise mutually desire to amend the Agreement to include certain other consumer deposit products, such as checking accounts, savings accounts, and checking accounts with debit card access and related features (described herein collectively as "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product provided by Bank; and (ii) as another part of ACS's Program under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, ACS and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposit Accounts are now a part of the Program. The parties also agree that, with the exception of the guaranteed rates provided for in Section 8 hereof and the agreed savings match provided for in the Keep The Change program provided for in Section 5.(d) hereof, the features, terms and conditions of such Deposit Accounts (sometimes referred to herein as the "Deposits Program"), and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion, provided, however, that Bank shall give depositors prior written notice of any proposed change in non-guaranteed rates, which written notice shall be the greater of thirty (30) days or the notice period required by state or federal law and regulations. Bank may, at its option, offer Deposit Accounts to some or all of the Members, including those persons on Mailing Lists provided by ACS under the Agreement.
3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposit Accounts apply equally to

to Bank of America, N.A., and its successors and assigns. Deposit Accounts will be subject to Bank's or Bank's affiliate's standard deposit agreements. ACS will not possess any ownership interest in the Deposit Accounts or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposits Program through some or all of Bank's or Bank's affiliate's, marketing channels, including certain Banking centers.

4. ACS agrees to (i) exclusively endorse the Deposits Program; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposit Accounts that are or may be offered in connection with the Program. Subject to the foregoing, all of ACS's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposit Accounts.
5. During the term of the Deposits Program, ACS will receive the royalties set forth below for Program Deposit Accounts. The royalties for certificate of deposit and money market deposit accounts described in Schedule A, subsection J of the Agreement is hereby deleted and replaced by sub-sections (a) and (b) below. Deposit Account royalties will not be paid to ACS on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (d) below or otherwise.
 - (a) 0.10% (one tenth of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (b) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0041667%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (c) \$10 for each new checking account opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
 - (d) Customers will be eligible to participate in Bank's Keep The Change™ savings program. Subject to the rules of such savings program, and following the initial three month promotional period under such savings program, Bank or its affiliate will match an additional 10% of the Customer's Keep the Change transfers over the Bank's standard savings match for the period of time that the Customer's participating Deposit Accounts are under the Program.

Net New Purchases equals the sum of all debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit

adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

6. The royalties for Deposits Program set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits Program.
7. Notwithstanding anything contained in the Agreement to the contrary, Bank agrees that it shall not, when using ACS's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation, unless ACS consents to Bank's use of the Mailing Lists for such purposes. "Deposits Offers" means any and all Deposits Program benefits and features and any and all other products and services that relate to or have a connection with Deposits Program (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits Program or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
8. During the term of this Deposits Program, with respect to (a) a certificate of deposit account and/or money market deposit account and/or Individual Retirement Account opened in connection with the Program and in existence as of the Addendum Effective Date and only until its closure or termination date, and (b) a new certificate of deposit and/or money market deposit account and/or Individual Retirement Account generated in connection with the Program and solely through designated online channels, Bank agrees that the interest rates offered for (i) these certificate of deposit accounts, based on the term of the CD, shall be at least equal to the LIBOR rate for the applicable CD term, within the last 14 days of the date(s) that the rates are set, minus 40 basis points; and (ii) for these money market deposit accounts, the interest rates shall be at least equal to the one-month LIBOR rate, within the last 14 days of the date(s) that the rates are set, minus 50 basis points.
9. The initial term of the Deposits Program will begin on the Effective Date of this Addendum and end March 31, 2011 ("Deposits Program Initial Term"). The Deposits Program will automatically extend at the end of the Deposits Program Initial Term for additional two-year terms ("Deposits Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least ninety (90) days prior to the scheduled expiration of the Deposits Program Initial Term or the applicable Deposits Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement is terminated for any reason whatsoever, the term of the Deposits Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposits Program only.

10. Upon termination or expiration of the Deposits Program, Bank shall not be required to remove and ACS shall not take any action to cause the removal of ACS's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposits Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to ACS; provided that Bank will not imply an endorsement of such other Bank deposit product or service by ACS.
11. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.
12. (a) For a one (1) year period following the termination of the Deposit Program for any reason, ACS agrees that neither ACS nor any ACS Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits Program, including without limitation, any checking account or debit card, to Members who were Customers.

(b) Notwithstanding the foregoing, ACS may, after termination of the Agreement, offer persons who were Customers the opportunity to participate in another deposits program provided the opportunity is not only made available to such person but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of the Bank, or offered any terms or incentives different from that offered to all Members.

(c) For a one (1) year period following the termination of this Agreement, for any reason, except for breach by ACS, Bank shall pay ACS Royalties on the Deposits Program in accordance with Paragraph 5 above provided that ACS is in compliance with Subsection (b) above.
13. ACS and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by ACS or Bank, respectively as the case may be, or its directors, officers or employees.

14. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

AMERICAN CHEMICAL SOCIETY

FIA CARD SERVICES, N.A.

By: Richard A. Bensch

By: [Signature]

Name: BRIAN A. BERNSTEIN

Name: DAVID BOORN

Title: TREASURER & CFO

Title: SUP

Date: 08/30/07

Date: 9.14.07

FIA CARD SERVICES™

VIA OVERNIGHT DELIVERY

September 28, 2010

Ms. Kira Johnson
Marketing Associate
American Chemical Society
1155 Sixteenth Street, N.W.
Washington, DC 20036

Re: The Amended and Restated Affinity Agreement by and between American Chemical Society and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), dated as of March 31, 2006 (the "Agreement"), as it has been amended.

Dear Ms. Johnson:

I am writing to inform you that following a comprehensive review of the American Chemical Society deposits program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided to terminate the Deposits Program Addendum to the Agreement dated as of September 14, 2007 (the "Addendum").

This letter serves as FIA's written notice of termination of the Addendum, as required by Section 9 of the Addendum.

The Addendum will terminate on March 31, 2011.

Sincerely,


Jacob F. Fregg
Senior Vice President
FIA Card Services, N.A.

C: Ms. Patricia A. Martin – Manager, Member Retention
Ms. Jean Parr – Program Director, Member Insurance Program
American Chemical Society
1155 Sixteenth Street, N.W.
Washington, DC 20036