

**INSTITUTE OF MANAGEMENT ACCOUNTANTS  
AMENDED AND RESTATED  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 1<sup>st</sup> day of July, 2006 (the "Effective Date"), by and between FIA Card Services, N.A., f/k/a MBNA America Bank, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Institute of Management Accountants, Inc., a New Jersey corporation having its principal place of business in Montvale, New Jersey ("IMA") for themselves, and their respective successors and assigns.

WHEREAS, IMA and Bank are parties to a Services Agreement and a Trademark License Agreement, as the same may have been amended (collectively, the "Original Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of IMA; and

WHEREAS, IMA and Bank mutually desire to amend and restate the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Business Credit Card Account" means a business credit card account opened in response to marketing efforts made pursuant to the Program.
- (c) "Business GIP Account" means a Business credit card account opened pursuant to a GIP in which IMA complies with the GIP provisions of this Agreement.
- (d) "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.
- (e) "Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through Bank and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by Bank from time to time, in its sole discretion.
- (f) "Business Reward GIP Account" means a Business Rewards Account opened pursuant to a GIP in which IMA complies with the GIP provisions of the Agreement.
- (g) "Credit Card Account" means a consumer credit card account opened in response to marketing efforts made pursuant to the Program.
- (h) "Customer" means any Member who is a participant in the Program.

(i) "Financial Service Products" has the limited meaning of any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program.

(j) "GIP Account" means a Credit Card Account opened pursuant to a GIP in which IMA complies with the GIP provisions of this Agreement.

(k) "Group Incentive Program" or "GIP" means any marketing or other program whereby IMA conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(l) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(m) "Member" means a member of IMA and/or other potential participants mutually agreed to by IMA and Bank.

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

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

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

(q) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through Bank 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 Bank from time to time, in its sole discretion.

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

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

## 2. RIGHTS AND RESPONSIBILITIES OF IMA

(a) IMA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither IMA nor any IMA Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any organization other than Bank; (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 Bank; and (iii) 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 Bank. Notwithstanding anything else in this Agreement to the contrary, IMA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by IMA of the Financial Service Product..

(b) IMA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.

(c) IMA authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.

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

(e) Within thirty (30) days following the request of Bank, IMA shall provide Bank with the Mailing List free of any charge; provided, however, that IMA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that IMA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by IMA or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due IMA. IMA shall provide the first Mailing List, containing approximately 43,000 (forty three thousand) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after IMA's execution of this Agreement.

(f) IMA shall, and shall cause any IMA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with IMA America's prior written approval, except for current advertising and solicitation materials provided by Bank to IMA. Notwithstanding the above, IMA 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 Bank to IMA. Any correspondence received by IMA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Bank.

(g) IMA hereby grants Bank and its affiliates a limited, non exclusive license to use the Trademarks 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. IMA shall provide Bank all Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days after IMA's execution of this Agreement. Nothing stated in this Agreement prohibits IMA from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) IMA shall permit Bank to advertise the Program on its home page and at other reasonably prominent locations within the internet site(s) of IMA. Bank 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 IMA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. IMA shall modify or remove such advertisements within forty-eight (48) hours of Bank's request. IMA shall provide Bank with the ability to access any and all pages within the IMA internet site(s), including without limitation any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank shall design, develop and administer the Program for the Members.
- (b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of IMA.
- (c) Bank shall bear all costs of producing and mailing materials for the Program.
- (d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of IMA.
- (e) Bank 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. Bank 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 IMA. However, Bank 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 Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by IMA.
- (f) Within thirty (30) days after the full execution of this Agreement, Bank agrees to pay IMA the difference between the Royalties accrued under the Original Agreement between August 31, 1999 and June 30, 2006 and \$1,700,000.

4. REPRESENTATIONS AND WARRANTIES

- (a) IMA and Bank 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) IMA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. IMA will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by Bank 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, Bank shall pay Royalties to IMA. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH 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.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide IMA with a statement showing 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.

## 6. PROGRAM ADJUSTMENTS

Bank 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, including specifically the Mailing List, 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. Bank and IMA 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. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on August 31, 2013. 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 sixty (60) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. 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.

10. TERMINATION

(a) In the event of any material breach of this Agreement by Bank or IMA, 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 Bank or IMA 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, Bank shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank 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, Bank may conclude all solicitation that is required by law.

(d) Bank and IMA 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 IMA or any IMA Affiliate to the Members and by Bank to the public. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, IMA shall not attempt to cause the removal of IMA'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 Bank 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) IMA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by IMA 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 Bank, or offered any terms or incentives different from that offered to all Members.

11. GROUP INCENTIVE PROGRAM

(a) Bank will design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by IMA pursuant to any GIP. In that regard, IMA will give Bank sixty days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle IMA 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 will be coded by IMA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding will 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, Bank will have the right of prior approval of all advertising and solicitation materials distributed by IMA pursuant to any GIP. Bank will have approval and control of the scope, timing, content and continuation of any GIP.

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

(e) IMA will comply with Bank'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.

12. INTENTIONALLY DELETED

13. CROSS-INDEMNIFICATION

IMA 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 IMA or Bank, respectively as the case may be, or its directors, officers or employees. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

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, 10(c), 10(d), 10(f) and 13 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 IMA:

INSTITUTE OF MANAGEMENT ACCOUNTANTS  
10 Paragon Drive  
Montvale, New Jersey 07645

ATTENTION:

Marketing Manager, with a copy to general counsel  
(same address)

Fax #: (201)474-1602

(2) If to FIA Card Services, N. A.:

FIA Card Services, N. A.  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Professional Sector Director

Fax #: (302) 432-0671

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. Without the prior written consent of Bank, which shall not be unreasonably withheld, IMA may not assign any of its rights or obligations under or arising from this Agreement. Bank may not assign or transfer its rights and/or obligations under this Agreement without the written consent of IMA, which shall not be

unreasonably withheld; provided however, that Bank may assign or transfer, without consent, its rights and/or obligations under this Agreement:

- (i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with Bank (an "Bank Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as Bank; or
- (ii) to any individual, corporation or other entity (other than an Bank Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of Bank; or
- (iii) to any Bank Affiliate.

Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.

- (h) Bank and IMA 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 IMA and Bank, 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.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

**INSTITUTE OF MANAGEMENT  
ACCOUNTS, INC.**

By: Edward J. Baloga

Name: EDWARD J. BALOGA

Title: VICE PRESIDENT FINANCE

Date: November 30, 2006

**FIA CARD SERVICES, N. A.**

By: David Boora

Name: David Boora

Title: SUP

Date: 3-29-07

## SCHEDULE A

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new 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 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. \$3.00 (three dollars) for each Credit Card Account (except Plus Miles accounts) for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such royalty will be paid for each such Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a 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).
4. \$40.00 (forty dollars) for each Credit Card 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 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. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### B. REWARD CREDIT CARD ACCOUNTS

1. \$3.00 (three 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.

2. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), 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. 0.20% (twenty one-hundredths of one percent) of the retail purchase transaction dollar volume generated by Customers 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).
4. \$40.00 (forty 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.

C. 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.

1. 0.20% (twenty one-hundredths of one percent) 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).
2. \$40.00 (forty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, 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 Business 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. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. 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.

1. 0.10% (ten one-hundredths of one percent) 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).
2. \$40.00 (forty dollars) for each Business Rewards GIP Account opened, without regard to the number of authorized cardholders under such Business Rewards GIP Account, 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 Business Rewards 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 GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
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 each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account

F. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
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 each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

G. 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% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.0083330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

#### H. ROYALTY ADVANCES.

1. Within forty-five (45) days after the full execution of this Agreement and within 45 day of each annual anniversary of the Effective Date through and including July 1, 2012, Bank shall pay to IMA the sum of \$175,000 (one hundred seventy-five thousand dollars) (each, an "Advance") as an Advance against future Royalties, subject to the provisions set forth below. All Royalties accrued under this Agreement shall, in lieu of direct payment to IMA, be applied against each of the until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to IMA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to IMA hereunder, and (y) IMA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to August 31, 2013;
- (ii) IMA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) IMA directly and indirectly, endorses, sponsors or promotes any Financial Service Products of any entity other than Bank.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to IMA in prior years, and pays IMA Royalties accrued by IMA over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

#### I. ROYALTY GUARANTEE

IMA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than \$1,225,000 (one million two hundred and twenty-five thousand dollars) (the "Guarantee Amount") by August 31, 2013, subject to the provisions set

forth below. If as of August 31, 2013, IMA has not accrued \$1,225,000 in Royalties, Bank will pay IMA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by IMA from the Effective Date through August 31, 2013 and the amount of any unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1 above.