

**THE UNIVERSITY OF CONNECTICUT ALUMNI ASSOCIATION  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 6<sup>th</sup> day of May, 2002, with the effective date of May 1, 2003, by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and the UNIVERSITY OF CONNECTICUT ALUMNI ASSOCIATION, INC., a Connecticut nonstock corporation having its principal place of business in Storrs, Connecticut ("Alumni Association") for themselves, and their respective successors and assigns.

WHEREAS, Alumni Association and MBNA America are parties to an affinity agreement last amended and restated on May 7, 1994, as the same was amended by addenda dated April 24, 1997 and June 11, 2001 (the "Original Agreement"); and

WHEREAS, Alumni Association and MBNA America mutually desire to amend and restate the Original Agreement as set forth herein so that as of the Effective Date this Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Alumni Association Affiliate" means any entity controlled by the Alumni Association.
- (c) "Alumni Association Trademark" means the registered trademark depicted on Exhibit 1.
- (d) "Bonuses" or "Bonus" shall mean the compensation to be paid to the Alumni Association pursuant to Section H of Schedule B.
- (e) "Credit Card Account" means a credit card account opened by a Target Member in response to marketing efforts made pursuant to the Program and shall mean and include a Student Credit Card Account, an Alumni Credit Card Account and a Travel Reward Credit Card Account, all as hereafter defined. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application. A "Travel Reward Credit Card Account" is a Credit Card Account carrying the Travel Reward Enhancement (as hereinafter defined).

- (f) "Customer" means any Target Member who is a participant in the Program.
- (g) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, travel and entertainment credit cards that are used as payment devices and deposit programs.
- (h) "Group Incentive Program " or "GIP" means any marketing or other program whereby Alumni Association conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (i) "GIP Account" means a Credit Card Account opened by a Target Member pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.
- (j) "Travel Reward Enhancement" means the frequent travel reward enhancement which may be marketed under another name (e.g., Plus Miles). MBNA America reserves the right to change the Travel Reward Enhancement name(s), in its sole discretion, from time to time.
- (k) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Target Alumni Members segmented by zip codes or reasonably selected membership characteristics
- (l) "Target Member" means any of: (i) an undergraduate or graduate student of the University of Connecticut (each a "Student Member"); (ii) an alumnus of the University, (iii) a member of the Alumni Association (each of (ii) and (iii), an "Alumni Target Member") and (iv), friends, faculty and staff of the Alumni Association or the University and its affiliates, and fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by Alumni Association and MBNA America.
- (m) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Target Members from time to time.
- (n) "Royalties" or "Royalty" means the compensation to be paid to the Alumni Association pursuant to Sections A, B, C, D, E and F of Schedule B.
- (o) "Trademark" means the Alumni Association Trademark.
- (p) "University" means the University of Connecticut.

## 2. RIGHTS AND RESPONSIBILITIES OF THE ALUMNI ASSOCIATION

- (a) The Alumni Association agrees that during the term of this Agreement it shall endorse the Program exclusively and that Alumni Association and any Alumni Association Affiliate shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market or solicit proposals for programs offering any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademark in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available any of its mailing lists or information about any Target Members for the purpose of promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Alumni Association of Financial Service Products offered by said financial institution.
- (b) Alumni Association authorizes MBNA America to solicit Alumni Target Members by mail, direct promotion, advertisements and/or telephone for participation in the Program. MBNA America may contact Alumni Target Members by email however the Alumni Association shall have no obligation to provide email addresses of Alumni Target Members to MBNA America. MBNA America will diligently comply with do not solicit/do not contact instructions of Target Members.
- (c) Alumni Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain Alumni Association's name or Trademark; such approval shall not be unreasonably withheld or delayed. If, because of a change to the Trademark, Alumni Association requests MBNA America to discontinue the use of any existing inventory of credit devices, marketing, solicitation or promotional materials for the Program (the "MBNA Marketing Materials") or to reissue new credit cards, then Alumni Association shall reimburse MBNA America the expenses reasonably incurred by MBNA America in reissuing new credit cards. MBNA America shall provide the Alumni Association with reasonable evidence of , and an invoice for the amount of, such costs and payment will be due to MBNA America within thirty (30) days after receipt of such evidence and invoice. This reimbursement obligation does not apply to the costs of MBNA America incurred in the issuance of credit cards to replace expired credit cards, notwithstanding that the new credit cards may contain a different Trademark.
- (d) Within thirty-five (35) days after the Alumni Association's receipt of MBNA America's written request, Alumni Association shall provide MBNA America with Mailing Lists free of any charge. The Alumni Association shall be under no obligation to provide Mailing Lists in less than such thirty-five (35) days. The failure of the Alumni Association to accommodate the request of MBNA America to provide an updated Mailing List in less than such thirty-five (35) days, even if such accommodation is necessary to enable MBNA America to conduct all of the campaigns and promotions to which it is entitled under Section 2(h) of this Agreement, shall not constitute a breach of the Alumni Association's obligations under such Section 2(h) or any other Section of this Agreement. Alumni Association

shall provide a Mailing List, containing the non-duplicate names with corresponding postal addresses and, when available, telephone numbers of all Alumni Target Members to the extent such information is available to the Alumni Association and limited to that information which is not the subject of a request by an individual not to be solicited or contacted, or a request that the biographical information regarding that individual not be disclosed. To the extent such information is available to the Alumni Association and limited to that information which is not the subject of a request that a Student Member not to be solicited or contacted, or a request that the biographical information regarding such Student Member not be disclosed, and as permitted by the University of Connecticut to do so, the Alumni Association shall include on the Mailing Lists non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Student Members. Notwithstanding the foregoing, the failure of the Alumni Association to provide to MBNA America any information regarding Student Members shall not constitute a material breach of this Agreement and it is acknowledged that the Alumni Association shall provide such information in its sole discretion and judgement.

- (e) Alumni Association shall only provide information to or otherwise communicate with Target Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to Alumni Association. Notwithstanding the above, Alumni Association may respond to individual inquiries about the Program from Target Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to Alumni Association. The Alumni Association shall use its best efforts to forward any correspondence received by Alumni Association that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) to the MBNA America account executive via overnight courier within 24 hours of acknowledgement of receipt by MBNA America's contact person at the Alumni Association. The failure by the Alumni Association to deliver such correspondence within such time period shall not constitute a material breach by the Alumni Association of this Agreement under Section 11 of this Agreement or otherwise. All charges incurred for this service will be paid by MBNA America.
- (f) Alumni Association hereby grants MBNA America and its affiliates a limited, non-exclusive license to use the Trademark 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 Trademark, notwithstanding the transfer of such Trademark by operation of law or otherwise to any permitted successor, corporation, organization or individual. Alumni Association 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 before the effective date of this Agreement. Nothing stated in this Agreement prohibits Alumni Association from granting to other persons or entities a license to use the Trademark in conjunction with the providing of any other service or product, except for any

Financial Service Products. If, during the term of this Agreement, the Trademark is modified in any way by the Alumni Association, the Alumni Association shall execute and deliver the license agreement attached hereto as Exhibit 2 in connection with the modified Trademark.

- (g) Alumni Association shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of Alumni Association. 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 Account generated pursuant to such a "hot-link" shall entitle Alumni Association to the GIP compensation set forth on Schedule B, subject to the other terms and conditions of this Agreement. Alumni Association shall modify or remove such advertisements within a reasonable time (not to exceed seven business days) after receipt of MBNA America's written request. If the Alumni Association is unable to modify or remove such advertisements within seven (7) days, the Alumni Association shall notify MBNA America and the modification and removal shall be completed no later than the date mutually agreed to by the parties. The Alumni Association's failure to modify or remove such advertisements within the stated seven (7) day period shall not constitute a material breach by the Alumni Association of this Agreement under Section 11 of this Agreement or otherwise.
- (h) Alumni Association shall not during the term of this Agreement prohibit MBNA from doing any of the following:
  - (i) Conducting at least (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
  - (ii) Conducting at least (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;  
or
  - (iii) Conducting on-campus promotion campaigns (e.g., tabling and postering) at Alumni Association events on Alumni Association property, during each consecutive twelve month period during the term of the Agreement.

### 3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Customers.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program subject to the approval of the Alumni Association. MBNA America 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 Alumni Association.
- (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 Alumni Association.
- (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 Alumni Target Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Alumni Association. 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 any involvement by, connection with or an endorsement by Alumni Association.

#### 4. REPRESENTATIONS AND WARRANTIES

- (a) Alumni Association 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 in its state of organization.
  - (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 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. Alumni Association 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 Alumni Association Trademark 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. Provided MBNA America's use of the Trademark has been, and continues to be in compliance with this Agreement, the Alumni Association 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, arising from the Trademark license granted herein or from MBNA America's use of the

Trademark in reliance thereon. 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 Trademark.

## 5. ROYALTIES

- (a) During the term of this Agreement, MBNA America shall pay Royalties and Bonuses to Alumni Association. Royalties and Bonuses will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. Bonuses shall be paid pursuant to Section H of Schedule B. Travel Reward Credit Card Accounts shall generate solely the Royalties and Bonuses specified in Schedule B, Sections B and H hereof.
- (b) On or before the forty fifth (45<sup>th</sup>) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide Alumni Association with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

## 6. CROSS INDEMNIFICATION

Alumni Association and MBNA America 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 Alumni Association or MBNA America, respectively as the case may be, or its directors, officers or employees. Alumni Association will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses 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, provided such use is in compliance with the terms of this Agreement. 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.

## 7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

## 8. 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 Alumni Association shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, directors 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 by any governmental regulatory authority provided that the disclosing party notifies the other party of the existence, terms and circumstances surrounding such request, consults with the other party on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information 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 Information to be disclosed which such other party designates.

#### 9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on April 30, 2010. This Agreement will automatically extend at the end of the initial term for successive two-year periods (each such two year period, a "Renewal Term"), unless either party gives written notice of its intention not to extend at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last day of the initial term or Renewal Term, as applicable. Notwithstanding the above or any other provision in this Agreement, if at the end of the initial term or any Renewal Term, the aggregate amount of Advances (as defined in Section G of Schedule B hereto) made by MBNA America to the Alumni Association exceeds the aggregate amount of Royalties earned by the Alumni Association, this Agreement shall automatically renew for additional Renewal Terms, not to exceed two (each, an "Additional Renewal Term"). At the end of the Additional Renewal Term in which the aggregate amount of Royalties earned by the Alumni Association equals or exceeds the aggregate amount of Advances made by MBNA America to the Alumni Association, this Agreement will terminate. At the end of the Second Renewal Term, regardless of whether the aggregate amount of Royalties earned by the Alumni Association exceeds the aggregate amount of Advances made by MBNA America to the Alumni Association, this Agreement will terminate. Except as set forth in Schedule B, Paragraph G, under no circumstances shall the Alumni Association be under any obligation to reimburse to MBNA any portion of the Advances.

#### 10. 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 law principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

#### 11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or Alumni Association, the other party may terminate this Agreement by giving notice (the "Notice of Breach"), as provided herein, to the breaching party. The Notice of Breach

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"), the nonbreaching party shall have the right, in such party's sole discretion to terminate this Agreement by written notice to the breaching party (the "Termination Notice") within five (5) business days after the end of the Cure Period. If the Notice of Termination is so provided, then this Agreement shall terminate sixty (60) days after the end of the Cure Period. If the Notice of Termination is not so provided, this Agreement shall remain in full force and effect. The parties acknowledge that a breach of the Alumni Association's obligations under Section 2(h) of this Agreement shall constitute a material breach of this Agreement.

- (b) If either MBNA America or Alumni Association becomes insolvent in that its liabilities exceed its assets, or 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) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISAS or MasterCard prohibits the continued performance of this Agreement, 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 of, and reference to, the prohibitive law, rule or regulation.
- (d) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 11(d) of this Agreement, cease to use the Trademark. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademark or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.
- (e) 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 Alumni Association to the Target Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Alumni Association shall not attempt to cause the removal of Alumni Association'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.
- (f) For a one (1) year period following the termination of this Agreement for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association 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, Alumni Association may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Alumni Association provided the

opportunity is not only made available to such persons but rather as a part of a general solicitation to all Alumni Target 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 Alumni Target Members.

## 12. 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 Alumni Association pursuant to any GIP. In that regard, Alumni Association shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle Alumni Association to the Royalty and Bonus specified in Schedule B, 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 Alumni Association 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 or Bonus as set forth in Schedule B.
- (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 distributed by Alumni Association pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP. Such approval shall not be unreasonably withheld.
- (d) MBNA America shall be reimbursed by the Alumni Association for all costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Alumni Association pursuant to any GIP.. MBNA America shall provide the Alumni Association with reasonable evidence of, and an invoice for the amount of, such costs and payment will be due to MBNA America within thirty (30) days after receipt of such evidence and invoice.
- (e) Alumni Association 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.

## 13. AUTO DUES BILLING CUSTOMER LIST

- (a) Each month during the term of the Agreement (for those Customers who expect to have their alumni dues automatically billed to their credit card accounts), MBNA America shall provide Alumni Association with a list of names, addresses, account numbers, expiration dates, and account open dates of Customers that have specifically requested that their Alumni Association dues be automatically billed to their MBNA America credit card (the "Auto Dues Billing Customer List"). When used in this Agreement, the term "Auto Dues Billing Customer List" includes any whole or

partial copies or compilations of an Auto Dues Billing Customer List in any form or any medium, and any information derived solely from an Auto Dues Billing Customer List.

- (b) Alumni Association shall destroy each Auto Dues Billing Customer List within ninety (90) days after receipt of such Auto Dues Billing Customer List by deleting the file from the media on which it was provided (e.g., a floppy disk), destroying the media (e.g., physically breaking the floppy disk), and throwing the pieces of the media in the trash.
- (c) "Customer Information" shall mean and shall include only the credit card account numbers included on an Auto Dues Billing Customer List and the fact that a member of Alumni Association is or was a Customer. The Customer Information is confidential and proprietary to MBNA America and shall remain the sole property of MBNA America. Alumni Association expressly acknowledges and agrees that Alumni Association has no property right or interest whatsoever in the Customer Information. Alumni Association shall hold the Customer Information in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") the Customer Information and Alumni Association shall not make any copies of an Auto Dues Billing Customer List of any type whatsoever except as necessary to bill the alumni dues, update Alumni Association member address information, or otherwise expressly approved in a separate writing by MBNA America. At all times Alumni Association shall keep in confidence and trust the Customer Information. Alumni Association further agrees that it shall not transfer the Customer Information to any other organization or individual under any circumstances, and Alumni Association specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer Information 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 members of Alumni Association identifying them as MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)
- (d) Alumni Association only has the authority to use the Auto Dues Billing Customer List to (i) charge its alumni dues to the Customer's MBNA America credit card account, and (ii) to update the Member addresses that Alumni Association maintains in its own files. Alumni Association shall not use the Auto Dues Billing Customer List for any other purpose. Alumni Association shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer Information. Alumni Association agrees to secure and safeguard the Customer Information in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to Alumni Association from time to time. Alumni Association shall only permit access to the Customer Information to those employees, volunteers, agents and/or representatives of Alumni Association who need such access to perform their duties for Alumni Association. In view of the confidential nature of the Customer

Information, Alumni Association warrants that Alumni Association and all its employees, volunteers, agents and/or representatives who work with any Auto Dues Billing Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Auto Dues Billing Customer List, transfer the Customer Information or make any other use of any Customer Information other than as specifically permitted by this Agreement.

- (e) Because the nature of the Customer Information makes an evaluation of damages after a violation of this Section impossible, then in the event that the Customer Information is handled or used in a fashion that violates this Agreement by Alumni Association or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of Customer Information or Auto Dues Billing Customer Lists 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, Alumni Association agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by Alumni Association 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. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.
- (f) In the event Alumni Association receives a request to disclose an Auto Dues Billing Customer List or Customer Information pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, Alumni Association agrees to immediately notify MBNA America of the existence, terms and circumstances surrounding such request.

#### 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 6, 8, 11(c), 11(d), 11(f) and Section 13 (except MBNA America's obligation to provide Alumni Association with an Auto Dues Billing Customer List) 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 Alumni Association:

UCONN ALUMNI CENTER  
Alumni Drive, U-53  
Storrs, Connecticut 06269-3053

ATTENTION: Mr. John A. Feudo,  
Executive Director

Fax #: (860) 486-2849

- (2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
Rodney Square  
Wilmington, Delaware 19884 - 0164

ATTENTION: William P. Morrison  
Director of National Sales

Fax #: (302) 432-0261

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 MBNA America, which shall not be unreasonably withheld, Alumni Association may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of Alumni Association, which shall not be unreasonably withheld; provided however, that MBNA America 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 MBNA America (an

- “MBNA Affiliate”)) pursuant to a sale (other than a sale as described in subsection (ii), below); or
- (ii) to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
- (iii) to any MBNA Affiliate.

MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement and shall indemnify Alumni Association with respect to those third party vendors in accordance with Section 6 of this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America’s affiliates. For example, business credit cards 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 Alumni Association 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 Alumni Association 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, acts of war, 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.

UNIVERSITY OF CONNECTICUT  
ALUMNI ASSOCIATION, INC.

MBNA AMERICA BANK, N.A.

By: *John A. Feudo*

By: *Michael Durish*

Name: John A. Feudo

Name: Michael Durish

Title: Executive Director

Title: SEVP

Date: May 6, 2002

SCHEDULE A

*TERMS AND FEATURES*

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

**A. CONSUMER CREDIT CARD ACCOUNTS (OTHER THAN TRAVEL REWARD CREDIT CARD ACCOUNTS)**

1. There is NO annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 12.99%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 15.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

**B. TRAVEL REWARD CREDIT CARD ACCOUNTS**

1. \$35.00 (Thirty Five Dollar) Annual Fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 12.99%.

**C. GOLD RESERVE ACCOUNTS**

"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 Target Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is as low as 12.99%.

**D. GOLD OPTION ACCOUNTS**

"Gold Option Account" means a GoldOption<sup>SM</sup> (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Target Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is as low as 12.99%.

## SCHEDULE B

### *ROYALTY ARRANGEMENT*

During the term of this Agreement, MBNA America will pay Alumni Association a Royalty calculated as follows, for those accounts with active charging privileges. An account with active charging privileges is an account which (i) is not in default under the Credit Card Agreement; (ii) does not have a status code which blocks further charges (e.g., overlimit, seriously delinquent, closed by grantor, closed by Customer, etc.); (iii) has at least one plastic which has been issued and validated; and (iv) has been issued to the person(s) who requested the Credit Card Account and such person(s) to whom MBNA America intended to extend credit. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America. In the event MBNA America makes such an adjustment, MBNA America shall provide Alumni Association documentation of the Royalty calculations to the extent necessary to support such adjustment. All adjustments must be made within one (1) year from the date that MBNA America has actual knowledge that there has been an overpayment of Royalties:

#### ***A. CREDIT CARD ACCOUNTS (OTHER THAN TRAVEL REWARD CREDIT CARD ACCOUNTS)***

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$3.00 (three dollars) for each Credit Card Account in each year 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 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 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, money orders, bets, lottery tickets, or casino gaming chips)).

#### ***B. TRAVEL REWARD CREDIT CARD ACCOUNTS***

1. \$1.00 (one dollar) for each new Travel 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 Travel Reward Credit Card Account.

2. \$17.00 (seventeen dollars) for each Travel Reward Credit Card Account in each year 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 Travel Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the month which contains the annual anniversary of the date that the Travel Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Travel Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

**C. 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.

**D. 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.

**E. DEPOSIT ACCOUNTS**

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

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

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) 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.

**F. GIP ACCOUNTS**

\$20.00 (twenty dollars) for each 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 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.

**G. ROYALTY ADVANCE**

1. Within forty-five (45) days of the dates listed below, MBNA America will pay the amounts listed below (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below.

Date	Amount of the Advance
May 1, 2003	One Million Dollars (\$1,000,000.00)
May 1, 2004	Five Hundred Thousand Dollars (\$500,000.00)
May 1, 2005	One Hundred Twenty Thousand Dollars (\$120,000.00)
May 1, 2006	One Hundred Twenty Thousand Dollars (\$120,000.00)
May 1, 2007	One Hundred Twenty Thousand Dollars (\$120,000.00)
May 1, 2008	One Hundred Twenty Thousand Dollars (\$120,000.00)
May 1, 2009	One Hundred Twenty Thousand Dollars (\$120,000.00)

All Royalties accrued shall, in lieu of direct payment to Alumni Association, be applied against each of the Advances until such time as the total amount of Royalties so applied equal the total amount of all Advances made by MBNA America to the Alumni Association. Any Royalties accrued thereafter shall be paid to Alumni Association on a quarterly basis and as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to Alumni Association hereunder, and (y) Alumni Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event that the Agreement is terminated:

- (i) by the Alumni Association prior to April 30, 2010, unless such termination is pursuant to the Alumni Association's right to terminate set forth in Section 11(a) or 11(b) of this Agreement ; or
- (ii) by MBNA America pursuant to MBNA America's right to terminate set forth in Section 11(a) or 11(b) of this Agreement.

2. If during any given year(s) during the initial term of this Agreement the total amount of Royalties then earned by the Alumni Association hereunder exceeds the total amount of Advances paid to date to Alumni Association by MBNA

America, and MBNA America pays Alumni Association Royalties over and above the Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of the next subsequent Advance(s) due by the amount of any such Paid Out Royalties.

**H. BONUS BASED ON NUMBER OF OPEN ACCOUNTS**

Commencing on May 1, 2004 and annually thereafter during the term of this Agreement, as it may be extended from time to time, if, during the immediately preceding 12 months, MBNA America opens (i) 4,000 or more (but less than 6,000) new Credit Card Accounts, or (ii) 6,000 or more new Credit Card Accounts, MBNA America shall pay Alumni Association either (i) \$50,000 or (ii) \$80,000, respectively. For purposes of this paragraph, each new consumer Credit Card Account must remain open for at least ninety (90) consecutive days and be used 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. The determination and payment of this sum shall be made approximately 120 days following each anniversary.

Exhibit 1



## EXHIBIT 2

### License Agreement

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, with the effective date of \_\_\_\_\_, 2\_\_\_\_, by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and the UNIVERSITY OF CONNECTICUT ALUMNI ASSOCIATION, INC., a Connecticut nonstock corporation having its principal place of business in Storrs, Connecticut ("Alumni Association") for themselves, and their respective successors and assigns.

WHEREAS, Alumni Association and MBNA America are parties to an affinity agreement having an effective date of May 1, 2003 (the "Affinity Agreement"); and

WHEREAS, pursuant to Section 2 (f) of the Affinity Agreement, the Alumni Association agreed that, if, during the term of the Affinity Agreement, the Alumni Association modified the Trademark (as defined in the Affinity Agreement), the Alumni Association would grant to MBNA America a license to use the Trademark as modified, and

WHEREAS, the Trademark has been modified as set forth on Exhibit A hereto (the "Modified Trademark") and the parties mutually desire to enter into this License Agreement upon the terms and conditions set forth herein.

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

1. Alumni Association hereby grants MBNA America and its affiliates a limited, non-exclusive license to use the Modified Trademark solely in conjunction with the Program (as defined in the Affinity Agreement), including the promotion thereof. This license shall be transferred upon assignment of the Affinity Agreement. This license shall remain in effect for the duration of the Affinity Agreement and shall apply to the Modified Trademark, notwithstanding the transfer of such Modified Trademark by operation of law or otherwise to any permitted successor, corporation, organization or individual. The Alumni Association shall provide MBNA America all Modified 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 the effective date of this License Agreement. Nothing stated in this License Agreement prohibits Alumni Association from granting to other persons or entities a license to use the Modified Trademark in conjunction with the providing of any other service or product, except for any Financial Service Products (as defined in the Affinity Agreement).

2. All provisions of the Affinity Agreement which apply to the Trademark shall be deemed to apply to the Modified Trademark as licensed hereunder including, without limitation, Section 6 of the Affinity Agreement regarding indemnification.
3. This Agreement contains the entire agreement between the parties with respect to the matters set forth herein and supercedes all prior promises and agreements, written or oral, with respect to the matters covered herein.

IN WITNESS WHEREOF, the parties have signed this agreement as of the date set forth above but on the dates below.

UNIVERSITY OF CONNECTICUT ALUMNI ASSOCIATION, INC.

By: \_\_\_\_\_

Its  
Date: \_\_\_\_\_

MBNA AMERICA BANK, N.A.

By: \_\_\_\_\_

Its  
Date: \_\_\_\_\_

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