

**AMENDED AND RESTATED
AFFINITY AGREEMENT
WISCONSIN ALUMNI ASSOCIATION**

This Agreement is entered into as of this 1st day of November, 2008 (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 Wisconsin Alumni Association, having its principal place of business at 650 North Lake Street, Madison, Wisconsin 53706 ("WAA"), for themselves and their respective successors and assigns.

WHEREAS, WAA and Bank are parties to that certain The Second Amended and Restated Affinity Agreement dated as of May 1, 1997 and that certain Amended and Restated Mailing List Agreement date as of May 1, 1997, both of which have been amended (collectively "**Original Agreement**"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of WAA; and,

WHEREAS, WAA and Bank mutually desire to amend and restate the Original Agreement.

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

1. As of the Effective Date, the Amended and Restated Mailing List Agreement is deemed to be terminated.
2. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"**Account**" means a Credit Card Account (including an Emerging Account and Reward Account), a Business Card Account, a Gold Reserve Account, a Gold Option Account, and / or a Deposit Account, as the context requires.

"**Accountholder**" means an individual who has an open Account.

"**Accountholder Information**" means non-public personal information (as that term is defined in Title V, Subtitle A of the Gramm-Leach-Bliley Act, 15 USC § 6801 et seq. and the regulations issued by Bank's regulator pursuant thereto, each as may be amended from time to time) about an Accountholder.

"**Accountholder List**" means a list comprised of Accountholder Information (e.g., name and address, and other information as agreed by the parties) that Bank furnishes to WAA solely for the purposes of this Agreement. "Accountholder

List" includes any whole or partial copies or compilations of an Accountholder List in any form or any medium, any information derived solely from an Accountholder List, and all Accountholder Information.

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this affinity agreement and Schedules A and B.

"Alumni Member" means an alumnus of UW-Madison as held in the records of the Wisconsin Alumni Association, other than a Student Member.

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"Business Credit Card Account" means an open-end business credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

"Card Association" means the credit card association or network at Bank's sole discretion..

"Contract Year" means from the Effective Date each consecutive twelve-month period during the term of this Agreement.

"Credit Card Account" means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

"Customer" means any Member who is a participant in the Program.

"Deposit Account" means a consumer deposit account opened pursuant to the Program.

"Eligible Royalties" means all Royalties that accrue and are payable under Schedule A of the Agreement, with the exception of those Royalties that accrue and are payable pursuant to Sections A.4., B.4. and C.4. of Schedule A.

"Emerging Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

"Emerging GIP Account" means an Emerging Account opened pursuant to a GIP in which WAA complies with the GIP provisions of this Agreement.

"Financial Service Product" means any credit card program, charge card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program and financial service programs or products with substantially similar attributes or value propositions to the Financial Service Products. Nothing about the foregoing is intended to prevent the University of Wisconsin Madison from continuing its existing purchase card programs. For the sake of clarity, insurance products and mortgage loan products are not Financial Service Products.

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

"Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program.

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program.

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

"Information" has the meaning given to such term Section 8.

"Marketing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names (including without limitation names of business owners or authorized officers), 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 years of age, segmented by zip codes or other mutually selected membership characteristics.

"Marketing Plan" has the meaning given to the term in Section 3(j).

“**Member**” means an Alumni Member, a Student Member and / or other potential participants mutually agreed to in writing by WAA and Bank.

“**Program**” means those programs and services, and the promotion thereof, the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“**Program Trademarks**” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an WAA Trademark, with or without other elements.

“**Reward Account**” means a Credit Card Account carrying a Reward Enhancement.

“**Reward Enhancement**” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

“**Reward GIP Account**” means a Reward Account opened pursuant to a GIP in which WAA complies with the GIP provisions of the Agreement.

“**Royalties**” means the compensation set forth in Schedule A.

“**Student Member**” means a member of the WAA who is enrolled at the University of Wisconsin – Madison.

“**WAA Affiliate**” means any Affiliate of WAA.

“**WAA Information**” means any and all information collected by the WAA from or about Members and provided to Bank on the Marketing List.

“**WAA Trademarks**” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by WAA or any WAA Affiliate prior to or during the term of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF WAA

- (a) WAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither WAA nor any WAA Affiliate will not, 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 entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the WAA 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. In addition, if WAA or any WAA Affiliate sells any product or service, in connection with such sales, WAA shall not, and shall cause WAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, (i) nothing in this Section 3(a) is intended to limit the types of payment products which WAA accepts for any of its products or services; and (ii) WAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by WAA of said financial institution or advertising for a Financial Service Product.
- (b) WAA agrees that during the term of this Agreement it shall not, directly or indirectly, enter into any agreements to offer any financial service products of any third party (for clarity, these cannot be Financial Service Products, as such term is then currently defined) without first advising Bank generally of the terms of such offer and the related product and providing Bank the opportunity to offer a similar product on an exclusive basis pursuant to the Program. In the event that WAA and Bank cannot, after good faith negotiation, agree on the terms to offer such product (or Bank does not have a similar product at such time), and WAA enters into an agreement with any third party to offer a financial service product that does not breach the exclusivity provision of this Agreement, WAA will use its reasonable good faith efforts to negotiate a non-exclusive arrangement with such third party so that, in the future, Bank will have the opportunity to present similar products to WAA for inclusion in the Program.
- (b) WAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) WAA authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements, banking centers, telephone or any other means for participation in the Program; provided, however, Bank shall not solicit Student Members for

participation in the Program by direct mail or telemarketing campaigns without the express written consent of WAA. Notwithstanding the foregoing, WAA shall be solely responsible for identifying Student Members on the Marketing List. Bank shall not be deemed in breach of this provision for soliciting Student Members that WAA has not identified as Student Members.

- (d) WAA will have the right of prior approval of all uses of a WAA Trademark by Bank; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the WAA Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due WAA. In the event such costs exceed Royalties then due WAA, if requested by Bank, WAA will promptly reimburse Bank for all such costs.
- (e) Within thirty (30) days following the request of Bank, WAA will provide Bank with the Marketing List free of any charge; provided, however, that WAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that WAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by WAA or its agents for an initial Marketing List or an update to that list, Bank may deduct such costs from Royalties due WAA. WAA will provide the first Marketing List, containing the required information for at least three hundred thousand (300,000) non-duplicate consumer names, as soon as possible but no later than thirty (30) days after WAA's execution of this Agreement.
- (f) WAA will, and will cause any WAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to WAA. Notwithstanding the above, WAA 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 WAA. Any correspondence received by WAA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by WAA will be paid by Bank.
- (g) WAA hereby grants Bank and its Affiliates a limited, exclusive license to use the WAA Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the WAA Trademarks, notwithstanding the transfer of such WAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. WAA will provide Bank all WAA 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 WAA's execution of this Agreement. Nothing stated in this Agreement prohibits WAA

from granting to other persons a license to use the WAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an WAA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 3(h). WAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. WAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any WAA Trademark. Bank may use Program Trademarks that contain WAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.
- (i) WAA will permit Bank, at no cost to Bank, to place an advertisement approved by WAA pursuant to Section 2(d) hereof, on WAA's home page and at other prominent locations within the internet site(s) of WAA. Bank may establish a hyperlink from such advertisements to another internet site through which a Member may apply for a Credit Card Account. All Credit Card Accounts generated pursuant to such a hyperlink will entitle WAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. WAA will modify or remove such advertisements as soon as practicable but no more than seventy-two (72) hours of Bank's request in accordance with a mutually determined schedule and process. Bank will be provided access to view all Program materials made available on WAA's website.
- (j) Once every August during the term of the Agreement, beginning August 2009, Bank and WAA shall develop a marketing plan for the ensuing twelve months (the "Marketing Plan"). Bank and WAA may choose to meet either formally or informally. The Marketing Plan shall include the marketing campaigns and other efforts to be undertaken by the parties during the applicable period and may be modified throughout the applicable year upon mutual agreement by both parties.. Each Marketing Plan will be consistent with the following objectives and principles, as well as other objectives and principles agreed to by the parties from time to time:
 - (i) reviewing products and services that are responsive to the needs of Accountholders and Members;
 - (ii) maintaining the integrity of the WAA Trademarks and the Program Trademarks, and the quality of services provided pursuant to this Agreement and the Program; and
 - (iii) creating and capitalizing on opportunities to market the Program to Members.

4. RIGHTS AND RESPONSIBILITIES OF BANK

- a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any GIP. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of WAA.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any GIP.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of WAA.
- (e) Bank will use each Marketing List, and any and all information derived or compiled directly from any Marketing List(s), solely for the purposes of (i) evaluating a Member for the Program; and (ii) marketing or soliciting such Member for the Program, in accordance with the terms of this Agreement and Applicable Law. Bank shall require its affiliates, agents and representatives handling the Marketing Lists to keep Marketing Lists confidential and secure, and to use them for no purposes other than as set forth in this Section 4(e). Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists and any and all information derived or compiled directly from any Marketing List(s), are and will remain the sole property of WAA. Except as expressly provided in this Section 4(e), Bank may not use, disclose, rent or sell any Marketing Lists. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will 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 WAA.. Without limiting the generality of anything in this paragraph, Bank may use the Marketing List to solicit Student Members identified to Bank only as WAA may approve in advance in writing, and Bank may not rent or sell any WAA Information about Student Members under any circumstances.

5. REPRESENTATIONS AND WARRANTIES

- (a) WAA and Bank each represents and warrants to the other party 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 Applicable Law.
- (b) WAA 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 WAA Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. WAA will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the WAA Trademarks license granted herein or from Bank's use of the WAA Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any WAA Trademarks or Marketing Lists.
- (c) Notwithstanding anything in this Agreement to the contrary, the parties intend the Indemnification provision applies to Losses incurred by a party in connection with a breach of any representation or warranty in this Section 5.

6. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to WAA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.
- (b) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with

all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify WAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after WAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to WAA, upon ninety (90) days advance written notice.

7. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

8. CONFIDENTIALITY OF AGREEMENT

- (a) 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. Bank and WAA will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 provided, however, that the party disclosing Information to its Agents shall be liable for any breach of this Section 8 by their Agents, or (ii) as required by law or requested by any governmental regulatory authority.
- (b) 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. Bank and WAA shall be permitted to disclose such Information (i) to their accountants, consultants, legal, financial and marketing advisors, and employees ("Agents") only to the extent necessary for the performance of their respective duties in connection with the Program, or (ii) as required by law or requested by any governmental regulatory authority. Bank and WAA each agree that if one of their Agents discloses such Information to another person or entity in violation of this Section 8, or uses such Information for a purpose not expressly permitted in this

Section 8, such act shall be deemed a material breach of this Agreement by the party whose Agent it is and the non-breaching party may, in addition to any other right or remedy available at law or in equity and upon ten (10) days prior written notice to the other party, cease providing the other party with any reporting or other information concerning the Program or the Agreement, whether or not a requirement of the Agreement.

- (c) Each party shall also ensure that Accountholder Information and Marketing List are not disclosed contrary to the provisions of this Agreement or Applicable Law. Without limiting the foregoing, each party shall implement such physical and other security measures as are necessary to (i) ensure the security and confidentiality of Accountholder Information and WAA Information; (ii) protect against any threats or hazards to the security and integrity of such information, (iii) protect against any unauthorized access to or use of such information, and (iv) properly dispose of any Accountholder Information and Marketing List as required under Applicable Law. If, during the term of the Agreement, the Bank associate managing the relationship with WAA (the "Relationship Manager") knows of any unauthorized third party access which affects the security of Accounts under the Program, the Relationship Manager will use their reasonable efforts to notify WAA of such claim. For clarity, the failure of the Relationship Manager to notify WAA will not be a breach of this Agreement.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on November 30, 2015.

10. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 Bank or WAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or WAA 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 11(d) of this Agreement, cease to use the WAA Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the WAA Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by WAA or any WAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, WAA will allow Bank to continue to use the WAA Trademarks on, and will not attempt to cause the removal of WAA Trademarks from, any person's credit devices, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify WAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after WAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to WAA, upon ninety (90) days advance written notice.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, WAA agrees that neither WAA nor any WAA Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, WAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by WAA, 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 that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

12. GROUP INCENTIVE PROGRAM

- (a) WAA will design all advertising, solicitation and promotional material with regard to any GIP. WAA will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle WAA to the Royalty for GIP 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 WAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by WAA pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. WAA will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of WAA pursuant to any GIP will be promptly reimbursed by WAA upon demand.
- (e) WAA will make all reasonably requested changes to materials to obtain Bank's consent and WAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP.

13. ACCOUNTHOLDER LIST

- (a) Furnishing the Accountholder List. If no notice of termination has been given by either party, Bank will, from time to time as agreed by the parties, furnish an Accountholder List to WAA. Notwithstanding any provision of the Agreement, Bank will not furnish any Accountholder List or Accountholder Information otherwise required to be provided by it to WAA, and may restrict any use by WAA of any Accountholder List or Accountholder Information that is furnished by Bank to WAA, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bank-wide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Accountholder request, or if furnishing the Accountholder List or Accountholder Information or its intended use would create an additional regulatory compliance burden on Bank.
- (b) Permitted Use of Accountholder List. WAA shall not use the Accountholder List for any purpose not expressly permitted by Bank in this Agreement or in a separate writing. WAA agrees to secure the Accountholder List in accordance with the requirements of this Section and Bank's instructions, as communicated by Bank to WAA from time to time. WAA will only permit access to the

Accountholder List to those employees, volunteers, agents, and/or representatives of WAA who need such access to perform their duties relating to this Agreement. WAA shall instruct all those employees, volunteers, agents, and/or representatives who work with any Accountholder List of WAA's duties and limitations under this Agreement.

- (c) No Transfer of Accountholder List. All Accountholder Lists are confidential and remain the sole property of Bank even when in WAA's possession. WAA will keep all Accountholder Lists confidential and will not make any copies of any kind or transfer, provide, trade, give away, barter, lend, send, sell, or otherwise disclose (collectively "transfer") any Accountholder List to any other entity or individual for any reason, except as required by this Agreement or unless agreed to in writing by Bank prior to any such transfer. If WAA receives a request or demand to disclose an Accountholder List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, WAA shall: (i) immediately notify Bank of the existence, terms, and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Accountholder List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Accountholder List to be disclosed that Bank designates.
- (d) Detection of Unauthorized Use of Accountholder List. Any Accountholder List furnished to WAA may contain dummy information (*e.g.*, names, account information, addresses, *etc.*, unknown to WAA.) for the purpose of detecting unauthorized use of an Accountholder List. A violation of this Section is conclusively proven and the relief specified below will be deemed owed when Bank establishes the following conditions: (i) that Bank placed dummy information on the list (*e.g.*, name(s), account information, address(es), *etc.*); (ii) that the dummy information received any mailings which were sent or generated outside the scope of the permitted use of the Accountholder List; and (iii) that identical dummy information was not furnished by Bank or its affiliates to any third party.
- (e) Return or Destruction of Accountholder List. WAA will return to Bank each Accountholder List, in the same form as received by WAA within thirty (30) days of receipt of such Accountholder List. On or before the effective date of termination of the Agreement, WAA agrees that it will: (i) immediately destroy and purge from all its systems all Accountholder Lists and Accountholder Information; and (ii) return or destroy within thirty (30) days all Accountholder Lists and Accountholder Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. WAA shall perform all destruction of Accountholder Lists and Accountholder Information in accordance with Bank's then current destruction policy.

- (f) Notification and Treatment of Security Breach. WAA shall notify Bank, through Bank's defined security escalation channel in the event of a breach of security or the detection of any suspicious activity relating to an information security breach or attempted breach that could include the Accountholder List or Accountholder Information. WAA shall cooperate fully with all Bank security investigation activities and abide by Bank's guidelines for escalation and control of significant security incidents. Bank will provide a copy of the guidelines to WAA, and such guidelines shall be treated as Bank's Information. WAA shall reimburse Bank for its cost of producing and mailing any notice required by law or regulation that informs the Accountholders of a security breach. WAA shall monitor industry-standard information channels (bugtraq, CERT, OEMs, etc.) for newly identified system vulnerabilities and fix or patch any identified security problem in an adequate and timely manner. Unless otherwise expressly agreed in writing, "timely" shall mean that WAA shall introduce such fix or patch as soon as commercially reasonable after WAA becomes aware of the security problem. This obligation extends to all devices that comprise WAA's system, e.g., application software, databases, servers, firewalls, routers and switches, hubs, etc., and to all of WAA's other Information handling practices.

14. CROSS INDEMNIFICATION

WAA 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 (including any representatives or warranty) by WAA or Bank, respectively as the case may be, or its directors, officers or employees. WAA will indemnify and hold harmless Bank and its Indemnitees from and against Losses arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon or from use of any Mailing List(s) by Bank for the promotion of the Program. Bank will indemnify and hold harmless WAA, its Indemnitees, from and against Losses, which arises out of a violation of applicable Delaware or federal law by Bank, its employees, agents or contractors, in which WAA is included as a defendant. 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.

15. 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 3(h), 5(b), 8, 11(c), 11(d), 11(f), 12(e), 13(b), 13(c), 13(d), 13(e), 13(f) and 14 will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will 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 will be addressed as follows:

- (1) If to WAA:

Wisconsin Alumni Association
650 North Lake Street
Madison, Wisconsin 53706

ATTENTION: Ms. Paula Bonner,
President and CEO

Fax #: (608) 262-3332

- (2) If to Bank:

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

ATTENTION: Sector Director Jeffrey Fincer

Fax #: (302) 432-2957

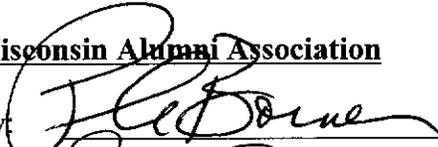
(3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.

- (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. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, WAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of WAA. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.
- (h) Bank and WAA are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than WAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days upon providing at least thirty (30) days written notice to the delayed party at any time after the expiration of the one hundred twenty (120) day period.
- (l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

Wisconsin Alumni Association

By: 

Name: PAULA BONNER

Title: PRESIDENT & CEO

Date: 12/12/2008

FIA Card Services, N.A.

By: 

Name: Jeffrey A. Noewine

Title: SVP

Date: 19-Feb-09

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay WAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for WAA 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. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each 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 Credit Card Account that: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five 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 GIP Account's opening for at least one (1) 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 ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward 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 Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Reward Credit Card Account; and annual anniversary of the month in which the Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward 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. \$75.00 (seventy-five 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. EMERGING ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging 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 Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging 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 Emerging Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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. \$10.00 (ten dollars) for each Emerging 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 Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. BUSINESS CREDIT CARD ACCOUNTS

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

1. 0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are quasi cash transactions (e.g., the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

G. DEPOSIT ACCOUNTS

Except as set forth in this Section G, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement.

- (a) 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market Deposit Accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(b) 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit Deposit Accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

H. ROYALTY ADVANCES

1. Within forty-five (45) days of full execution of this Agreement, Bank shall pay to WAA the sum of seven hundred two thousand four hundred forty-nine dollars (\$702,449) (which reflects an initial year Advance of \$950,000 less (i) \$170,383 in earned royalties which were paid directly to WAA since the expiration of the previous agreement, and (ii) less \$77,168 of remaining unearned and unpaid advances from the previous agreement that the Bank has agreed to deduct rather than recoup), and upon each annual anniversary of the Effective Date during the initial term of this Agreement beginning July 1, 2009 through and including July 1, 2014, Bank shall pay to WAA the sum of nine hundred fifty thousand dollars (\$950,000), (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued shall, in lieu of direct payment to WAA, be applied against each of the Advances until such time as all Advances are fully recouped. Due to the fact that the amount of any unrecouped advances under the Original Agreement were deducted from the initial Advance, Bank shall not recoup advances from the previous agreement under this Agreement. Any Royalties accrued thereafter shall be paid to WAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to WAA hereunder, and (y) WAA 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 (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) WAA breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement and the reason is not primarily due to the acts or omissions of Bank, its Affiliates or representatives;
- (iv) Bank is prohibited or otherwise prevented from conducting at least six (6) telemarketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement and

the reason is not primarily due to the acts or omissions of Bank, its Affiliates or representatives;

(v) Bank shall not be prohibited from conducting promotion campaigns at major WAA events, including but not limited to all home football games with six (6) locations, all home basketball games with four (4) locations, and all home hickey games with four (4) locations during each consecutive twelve (12) month period during the term of the Agreement and the reason is not primarily due to the acts or omissions of Bank, its Affiliates or representatives;

(vi) WAA does not provide the following marketing opportunities, or one of equal or greater value as mutually agreed to by WAA and Bank, to Bank:

- (a) full page ad space in all athletics programs;
- (b) full page ad space in the alumni magazine;
- (c) inclusion of Bank advertisement in each WAA newsletter sent to alumni and friends at least four (4) times per year;
- (d) WAA will place a Bank advertisement in the football season ticket holder guide;
- (e) Program advertising on WAA website homepage and Wisconsin athletics homepage;
- (f) autographed memorabilia or other mutually agreed upon merchandise or experiences;
- (g) twenty-four (24) football home game tickets, provided throughout the season and allocated in minimum increments of 2 season tickets and one (1) parking pass to each men's football and basketball home games annually;
- (h) sponsorship of all home and away tailgate parties with branding and application distribution; and
- (i) other mutually agreed to marketing channels

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to WAA in prior years, and pays WAA Royalties accrued by WAA over and above the Eligible 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.

WAA shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than six million one hundred fifty four thousand four hundred eighty-three dollars and twenty-nine cents (\$6,154,483.29) (the "**Guarantee Amount**") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement WAA has not accrued \$6,154,483.29 in Royalties, Bank will pay WAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by WAA during the

initial term of this Agreement and all 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.

J. PORTFOLIO MEASUREMENT BONUS PAYMENT

Beginning on the Effective Date and ending in Contract Year 2015, Bank will pay WAA an annual loan outstandings bonus royalty based on the growth of the Credit Card Account outstanding loan balances (each a “Portfolio Measurement Bonus Payment”). The Portfolio Measurement Bonus Payment shall be paid based on the incremental growth of Credit Card Accounts outstandings achieved at the end of a Contract Year compared to the Credit Card Account outstandings at the end of the prior Contract Year according to the graph below. The Portfolio Measurement Bonus Payment shall be paid on or before the forty-five (45th) day following the end of the applicable Contract Year.

Notwithstanding the foregoing, this Outstandings Bonus Payment 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.

| Growth In Outstandings | Portfolio Measurement Bonus Payment |
|------------------------|-------------------------------------|
| Less than 2% | \$0 |
| 2.0% to 2.99% | \$150,000 |
| 3% or greater | \$300,000 |

**ADDENDUM TO THE WISCONSIN ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of November, 2008 (the "Addendum Effective Date"), by and between Wisconsin Alumni Association ("WAA"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of November 1, 2008 (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of WAA; and

WHEREAS, WAA and Bank mutually desire to amend the Agreement as contained herein;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The following definitions are hereby added to Section 1 of the Agreement as follows:

"Alumni Account" means a Credit Card Account opened by an Alumni Member.

"Alumni Member" means an alumnus of University of Wisconsin - Madison as held in the records of the Wisconsin Alumni Association, and those Members other than Student Members.

"Student Account" means a Credit Card Account opened by a Student Member.

"Student Member" means a Member who is enrolled at the University of Wisconsin - Madison.

3. The term Account in Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Account" means a Credit Card Account (including an Alumni Account, Student Account, Emerging Account and Reward Account), a Business Card Account, a Gold Reserve Account, a Gold Option Account, and / or a Deposit Account, as the context requires.

4. Schedule A of the Agreement is hereby amended by deleting Section A in its entirety and replacing it with a new Section A as follows:

"A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Alumni Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. \$3.00 (three dollars) for each Alumni 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 Alumni Account that: 1) has a balance greater than zero as of the last processing day of every twelfth (12th) month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni 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. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student 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)).

5. \$75.00 (seventy-five 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 GIP Account's opening for at least one (1) 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."

4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

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

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

WISCONSIN ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: Paula Bonner
Name: Paula Bonner
Title: PRESIDENT & CEO

By: Jeffrey A. Norwine
Name: Jeffrey A. Norwine
Title: SVP

**DEPOSIT PROGRAM ADDENDUM
TO THE WISCONSIN ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of February, 2009, (the "Addendum Effective Date"), by and between Wisconsin Alumni Association ("WAA") and FIA CARD SERVICES, N.A., ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, WAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of November 2008, (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of WAA; and,

WHEREAS, certain consumer deposits are already part of the Program under the Agreement. Bank and WAA mutually desire to amend the Agreement to include additional consumer deposits as a part of the Program, and to otherwise amend the Agreement with respect to "Deposits" and "Deposit Accounts" (each, as defined below).

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. Section 1 of the Agreement is hereby amended to delete the existing definition of Deposits in its entirety, and include the following:

"Deposits" means money market deposit accounts, certificate of deposit accounts, checking accounts, debit cards, saving accounts, individual retirement money market deposit accounts, and certificate of deposit accounts.

"Deposit Account" means a consumer Deposit account opened pursuant to the Program.

"Debit Card Net New Purchases" means the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

3. For the sake of clarity, Bank and WAA agree that the definition of "Financial Service Products" also means any deposit program and/or debit card program.

4. Section 1 of the Agreement is hereby amended by deleting the following terms and their definitions; (i) Gold Option Account, and (ii) Gold Reserve Account.

5. WAA and Bank agree that Deposits are part of the Program as the features, terms and conditions of such Deposits, and/or the Program, may be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including without limitation those persons included on Mailing Lists provided by WAA under the Agreement. Bank may offer Deposits through an affiliate, including without limitation, Bank of America, N.A. Bank may, in its discretion, solicit Members for Deposits through some or all of Bank's or Bank's affiliate's marketing channels, including certain banking centers.

6. WAA agrees to exclusively endorse Deposits; and that neither WAA nor any WAA Affiliate will, by itself or in conjunction with others, directly or indirectly 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, including Deposits, of any entity other than Bank. Subject to the foregoing, all of WAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits. Notwithstanding the above, Bank acknowledges that University of Wisconsin-Madison's student campus ID card includes debit functionality, allowing students to use the ID card to make purchases. Such campus ID card shall not be deemed a violation of the exclusivity commitments under this Agreement.

7. Notwithstanding anything else in the Agreement, WAA will permit Bank, at no cost to Bank, to advertise Deposits solely on WAA's home page and at other prominent locations within the internet site(s) of WAA. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for certain Deposits (e.g., a checking account with debit card). WAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, including Deposits materials, WAA will provide Bank with the ability to access any and all pages within the WAA internet site(s), including without limitation any "members only" or other restricted access pages. For the sake of clarity, Bank may not advertise the Deposit Program on any WAA Affiliate website without that WAA Affiliate's express consent.

8. In the event that Bank incurs a cost because of a change in the WAA Trademarks (e.g., the cost of reissuing new credit cards and/or debit cards), Bank may deduct such costs from any Royalties due WAA. In the event such costs exceed Royalties then due WAA, if requested by Bank, WAA will promptly reimburse Bank for all such costs.

9. Section G of Schedule A of the Agreement is hereby deleted in its entirety and replaced by the terms shown below):

"G. During the term, WAA will receive the Deposit Account Royalties set forth below. Unless otherwise noted, payments will be made within forty-five (45) days after the end of each calendar quarter. Deposit Account Royalties will not be paid to WAA on any existing

deposit account that is converted to the Program. However, Bank, in its sole discretion, may permit Customers owning such converted accounts to participate in Bank's Keep The Change™ savings program in accordance with the terms shown in sub-section 4., below.

1. Money Market Deposit Accounts (including Individual Retirement Money Market Deposit Accounts):

0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program.

2. Certificate of Deposit Accounts (including Individual Retirement Certificate of Deposit Accounts):

0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program.

3. Checking Deposit Accounts:

\$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$1.00 (one dollar) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date.

4. Checking Account Debit Card Purchases:

0.10 % (ten one-hundredths of one percent) of Debit Card Net New Purchases. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program."

10. Deposit Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other products or form of accounts will not apply to Deposit Accounts.

11. WAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. Bank shall not market Bank Products (except "Deposit Offers", as defined below) when using WAA's Mailing Lists to market Deposits in direct mail copy, in an e-mail, or in an outbound telemarketing solicitation, unless WAA consents. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an

account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement, including, for the sake of clarity, any marketing or cross-selling restrictions imposed upon Bank under the Agreement.

12. The term of this Addendum begins on the Addendum Effective Date and ends on July 31, 2012. Notwithstanding the foregoing, the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate this Addendum only. The Deposit Program Addendum will automatically extend at the end of the initial term or any renewal term for successive one-year periods unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days prior to the end of the last date of such term or renewal term, as applicable. Upon termination of the Agreement, the Deposit Program shall also terminate on even date therewith.

13. Upon expiration or the earlier termination the Agreement or, as applicable, this Addendum, WAA will allow Bank to continue to use the WAA Trademarks on, and will not attempt to cause the removal of WAA Trademarks from, from any person's debit cards, checks, or records of any Customer existing as of expiration or earlier termination of this Agreement or, as applicable, this Addendum, until their normally scheduled reissue date or exhaustion. Following expiration or the earlier termination of the Agreement, or this Addendum, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to WAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by WAA.

14. Sections E and F of Schedule A of the Agreement are hereby deleted in their entireties.

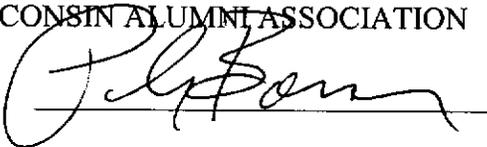
15. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.

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

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

WISCONSIN ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

By: 

By: 

Name: Paula Bonner

Name: Chad Pisorchik

Title: President and CEO

Title: SVP