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Group Code: **ACDO**
 Group Name: **University of Virginia Alumni Association**
 Additional Group Code(s): -
 Type of Agreement: **NEW**
 Request Date: **10/26/2009**
 AE Name: **Jason Lundy**

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AFFINITY AGREEMENT
Alumni Association of the University of Virginia

This Agreement is entered into as of this 2nd day of October, 2009 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Alumni Association of the University of Virginia, a Virginia non-stock corporation having its principal place of business in Charlottesville, Virginia ("UVAA"), for themselves and their respective successors and assigns.

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

1. DEFINITIONS

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

"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 through D.

"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.

"Bank Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used, licensed or acquired by Bank prior to or during the term of this Agreement, and used for the Program.

"Contract Year" means from October 2, 2009 until June 30, 2010, and each twelve (12) month period beginning on July 1, 2010 until June 30, 2016, as long as the Agreement is in full force and effect.

"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 mutually agreed upon device or instrument.

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

“Deposits” means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts and checking accounts with debit card access.

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

“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 UVAA complies with the GIP provisions of this Agreement.

“Financial Service Product” means any credit card program, charge card program, debit card program or deposit program.

“GIP Account” means a Credit Card Account opened pursuant to a GIP in which UVAA complies with the GIP provisions of this Agreement.

“Group Incentive Program” or **“GIP”** means any marketing or other program whereby UVAA 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 ascribed to such word in Section 7.

“Marketing List” means an updated and current list (in a format agreed upon by the parties) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

“Member” means (i) alumni of the University, (ii) members of UVAA, (iii) friends, faculty and staff of the University, (iv) fans, ticket holders, donors and contributors of any University athletic team or athletic department and/or (v) other potential participants mutually agreed to by UVAA and Bank.

“Net New Purchases” equals 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.

“Program” means those programs and services, and the promotion thereof, the Financial Service Products, that the parties agree to offer pursuant to this Agreement to the Members during the term hereof.

“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 UVAA 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 UVAA complies with the GIP provisions of the Agreement.

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

“University” means the University of Virginia and any office or department of the University of Virginia, including but not limited to the athletics department and the office of student affairs of the University of Virginia.

“UVAA Affiliate” means any Affiliate of UVAA.

“UVAA Rewards” shall have the meaning ascribed to such term in Section 12.

“UVAA Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used, licensed or acquired by UVAA prior to or during the term of this Agreement, and used for the Program. The current UVAA Trademarks are shown on Schedule D.

“Virginia Sports Properties” means Virginia Sports Properties, a division of CBS Collegiate Sports Properties Inc., a Delaware corporation, which as the exclusive marketing and multi-media rights partner for the University provides marketing and advertising deliverables to corporate partners supporting the University’s athletic programs.

2. RIGHTS AND RESPONSIBILITIES OF UVAA

- (a) (i) UVAA agrees that during the term of this Agreement it will endorse the Program exclusively and that UVAA will not, by itself or in conjunction with others, including the University, directly or indirectly: (A) sponsor, advertise, aid, develop, or market any

Financial Service Products of any entity other than Bank, or solicit proposals for programs offering, or discuss with any organization other than Bank, the provision of any Financial Service Products of any entity other than Bank; (B) license, allow others, including the University, to license, or use or allow to exist the use by others, including the University, of the UVAA Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank, except as provided for in 2(a)(ii) below; and (C) 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, except as provided for in 2(a)(ii) below. Notwithstanding the foregoing, UVAA may solicit proposals for programs offering, or discuss with any organization other than Bank, the provision of any Financial Service Product of any entity other than Bank during the six (6) months immediately preceding the expiration of any term or renewal term, except as provided for in 2(a)(ii) below; provided, however, that no agreement between UVAA and/or the University, except as provided for in 2(a)(ii) below, and any entity other than Bank for the provision of Financial Service Products shall have an effective date prior to the effective date of expiration of this Agreement. In addition, if UVAA or the University sells any product or service, in connection with such sales, UVAA shall not favor any payment product or method over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, UVAA may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UVAA or the University of any other Financial Service Product, except as provided for in 2(a)(ii) below.

(ii) Notwithstanding anything else in this Agreement to the contrary, Bank acknowledges that some UVAA Trademarks have been licensed to Virginia Sports Properties and are subject to a separate deposit program agreement, and Bank agrees that Virginia Sports Properties, the University athletics related marks and logos, any lists housed and maintained by the University's athletics department, any marketing and/or advertising channels controlled by Virginia Sports Properties and/or the University's athletics department, and any University athletics events or facilities (collectively, "Virginia Athletics") are all excluded from the deposit program being offered under this Agreement and from the above definition of Financial Service Product, and therefore the participation by Virginia Athletics in a deposit program outside this Agreement and related activities shall not constitute a breach of this Agreement.

- (b) Subject to Applicable Law, UVAA agrees to provide Bank with such information as may be reasonably requested by Bank in connection with the Program.
- (c) Pursuant to the terms hereof, UVAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program.
- (d) UVAA will have the right of prior approval of all Program materials to be used by Bank that contain a UVAA Trademark; such approval will not be unreasonably withheld or

delayed. In the event that UVAA changes the UVAA Trademarks, UVAA may either: (1) permit Bank to continue using the previous UVAA Trademarks until all inventory is exhausted, or (2) request that Bank replace Program materials (*e.g.*, the cost of reissuing new credit cards) in which case Bank shall notify UVAA of any such costs, and may deduct such costs from any Royalties due UVAA. In the event such costs exceed Royalties then due UVAA, if requested by Bank, UVAA will promptly reimburse Bank for all such costs. In the event that Bank changes Bank Trademarks, Bank may either: (1) permit UVAA to continue using the previous Bank Trademarks until all inventory is exhausted, or (2) request that UVAA replace all existing GIP marketing materials in which case UVAA shall notify Bank of any such costs, and Bank shall promptly reimburse UVAA for all such costs.

- (e) At least once annually and within thirty (30) days following the request of Bank, UVAA will provide Bank with the Marketing List free of any charge other than the Royalties provided for herein; provided, however, that UVAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that UVAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed, other than the Royalties provided for herein, by UVAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due UVAA. UVAA will provide the first Marketing List, containing the required information for at least three hundred ten thousand (310,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UVAA's execution of this Agreement.
- (f) UVAA will, and will cause the University to, only provide information to or otherwise communicate with Members about the Program with Bank's prior written approval, except for then current advertising and solicitation materials provided by Bank to UVAA. Notwithstanding the above, UVAA may respond to individual inquiries about the Program from Members on an individual basis, provided that said responses are accurate and consistent with the then-current Program materials provided by Bank to UVAA. Any correspondence received by UVAA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be timely forwarded to the Bank account executive via overnight courier, but in any event no more than forty-eight (48) business hours after receipt of such correspondence. All reasonable courier expenses incurred by UVAA will be reimbursed by Bank.
- (g) UVAA hereby grants Bank and its Affiliates a limited license to use the UVAA Trademarks solely for the Program, which license shall be exclusive with respect to Financial Service Products during the term of this Agreement, except as provided for in 2(a)(ii) above. This license may be transferred only to Bank's permitted assignee of this Agreement, if any. This license will remain in effect only for the duration of this Agreement and will apply to the UVAA Trademarks, notwithstanding the transfer of such UVAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. UVAA will provide Bank all UVAA 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 UVAA's execution of this Agreement.

Nothing stated in this Agreement prohibits UVAA from granting to other persons a license to use the UVAA Trademarks in conjunction with the provision of any other service or product, except for any Financial Service Products, except as provided for in 2(a)(ii) above. The UVAA Trademark production materials shall be promptly returned to UVAA upon the expiration or earlier termination of this Agreement and all copies of such production materials shall be destroyed by Bank.

- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a UVAA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks as provided for in this Agreement. UVAA may not use any Program Trademark, except to promote the Program or any goods or services offered through the Program. UVAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any UVAA Trademark. Bank may use Program Trademarks that contain UVAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no additional cost to Bank other than the Royalties provided for herein, but only during the term of this Agreement; provided that Bank does not use any Program Trademark or UVAA Trademark in any communication sent to Customers referencing the termination of the Program or this Agreement. Notwithstanding the foregoing, Bank is free to use the UVAA name only in any communication sent to Customers referencing the termination of the Program or this Agreement so long as such use is in accordance with the provisions of this Agreement.
- (i) Bank agrees that it will not include inserts in Customer billing statements or other Customer communications that relate to other Bank credit card programs or other products and services not covered by this Agreement, without the approval of UVAA. All billing statements sent to Customers shall display the appropriate UVAA Trademarks.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, administer and maintain the Program for the Members with standards consistent with other large athletic conference collegiate partners with substantially similar performance behaviors.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except as otherwise provide in Section 11 with respect to 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 UVAA, which shall not be unreasonably withheld or delayed.
- (c) Bank will bear all costs of producing and mailing materials for the Program except as otherwise provided in Section 11 with respect to GIP.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of UVAA. All such credit decisions shall be made in accordance with applicable Bank-wide credit policies and procedures.

- (e) Bank will use the Marketing Lists provided pursuant to this Agreement only in a manner consistent with this Agreement, and will not permit those entities handling the Marketing Lists or any portion thereof to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of UVAA. 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 UVAA or the University.
- (f) Subject to Applicable Law, Bank has the right to place UVAA Trademarks on gifts for individuals completing applications and on other premiums, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. Pursuant to Section 2(d) UVAA has approval rights with respect to the use and appearance of the UVAA Trademarks used on such materials, but grants Bank the right to use approved materials for the Program at Bank's discretion. Except as provided for in 5(a) below, Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of UVAA or University for such gifts or premiums. UVAA waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties.
- (g) Notwithstanding anything contained in the Agreement to the contrary, including without limitation Section 3(e) above, UVAA 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 Deposits and that such Bank Products are not subject to this Agreement; provided that no such Bank Products use UVAA Trademarks. However, Bank agrees that it shall not, when using the Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless UVAA consents in writing to Bank's use of the Marketing Lists for such purposes. "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).
- (h) Bank shall handle all customer service needs of Customers in accordance with Bank's customer service standards employed with other collegiate affinity programs.

4. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

- (a) UVAA 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 execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect; and
 - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order, ruling or existing contract applicable to such party.
- (b) UVAA 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 UVAA 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. UVAA 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 UVAA Trademarks license granted herein or from Bank's use of the UVAA Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program (provided that all such uses of UVAA Trademarks and Marketing Lists(s) are pursuant to the terms of this Agreement). Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any UVAA Trademarks or Marketing Lists.
- (c) UVAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, Affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by UVAA or Bank, respectively as the case may be, or its directors, officers or employees.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to UVAA. 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 along with the delivery of Bank's Royalty report will be made approximately forty-five (45) days after the end of each calendar quarter. Virginia Sports Properties is providing goods and services to UVAA related to this Agreement, and Bank agrees to pay one third of each Royalty payment directly to Virginia Sports Properties unless instructed by UVAA otherwise.
- (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 sole discretion ("Impact"), and provided Bank is doing so with at least one (1) other collegiate affinity group, then Bank may notify UVAA 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 UVAA'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 UVAA, upon ninety (90) days advance written notice.

6. 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, as agreed upon by the parties hereto.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information relating to the Program 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 the receiving party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and UVAA will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates, consultants 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on June 30, 2016. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. 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.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or UVAA, the nonbreaching 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 UVAA 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 10(d) of this Agreement, cease to use the UVAA Trademarks and the Marketing Lists; 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 UVAA Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval, only as it relates to Section 13 (j) herein, of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by UVAA or University to Customers. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, UVAA will allow Bank to continue to use the UVAA Trademarks on, and will not attempt to cause the removal of such UVAA Trademarks from, any person's credit devices, credit cards, debit cards, checks or records of any Customer existing as of expiration or earlier termination of this Agreement and

Bank shall use best efforts to cease use of such UVAA Trademarks within six (6) months, but in no case more than twelve (12) months, from expiration or termination of this Agreement. If a credit device, credit card, or debit card containing a UVAA Trademark expires on or after the effective date of the expiration or earlier termination of this Agreement, Bank will not issue or reissue a replacement credit device, credit card, or debit card containing a UVAA Trademark.

- (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"), and provided Bank is doing so with at least one (1) other collegiate affinity group, Bank may notify UVAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UVAA'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 UVAA, 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, UVAA agrees that neither UVAA nor University will, by itself or in conjunction with others, directly or indirectly target any offer of a Financial Service Product to persons who were Customers, except as provided for in 2(a)(ii) above. Notwithstanding the foregoing, UVAA 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 UVAA, 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 identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

11. GROUP INCENTIVE PROGRAM

- (a) UVAA will design all advertising, solicitation and promotional material with regard to any GIP, except for take-one applications which will be made available to UVAA by Bank via download from a web portal, for its use in select GIPs. UVAA 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 UVAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) Except for take-one applications which will be provided by Bank to UVAA as set forth above, all marketing materials used in conjunction with such GIP programs will be coded by UVAA 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 UVAA pursuant to any GIP, such approval not to be unreasonably withheld or delayed. Bank has control over, in its reasonable discretion, the scope, timing, content and continuation of any GIP. UVAA will not deviate from the approved materials and

plan for any GIP without the prior written approval of Bank, such approval not to be unreasonably withheld or delayed.

- (d) All costs incurred by Bank at the request of UVAA in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UVAA pursuant to any GIP will be promptly reimbursed by UVAA upon written demand.
- (e) UVAA will make all reasonably requested changes to materials to obtain Bank's consent and UVAA 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.
- (f) UVAA will permit Bank, at no cost to Bank other than the Royalties provided for herein, to advertise the Program at a prominent location on UVAA's website. Bank shall establish at its own expense a hyperlink from such advertisements to webpages controlled and managed by Bank to enable a Member to apply for a Credit Card Account. Such webpage(s) shall be subject to the prior written approval of UVAA, such approval not to be unreasonably withheld. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle UVAA to GIP Royalty. UVAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. UVAA will provide Bank with the ability to access any and all applicable pages within the UVAA internet site(s) that include Program material.

12. UVAA REWARDS

It is the parties' intent that UVAA will provide certain goods and/or services to Customers as reward redemption options (collectively referred to as the "UVAA Rewards") in connection with Bank's customer rewards program which shall be launched as of the Effective Date. Those specific goods and or services and their respective wholesale cost are described in Schedule C, as the same may be amended from time to time.

- (a) Rights and Responsibilities of UVAA
 - (i) UVAA shall provide and fulfill the UVAA Rewards described in Schedule C, in the quantities and intervals agreed to by the parties, to the Customers specified by Bank (in Bank's sole discretion) and agrees to comply with Bank's rules and instructions as established for the customer reward program.
 - (ii) All products and services delivered under this Agreement will meet or exceed UVAA's then-current standards and specifications, or as otherwise established between UVAA and Bank in writing. UVAA Rewards shall be supplied by vendors that demonstrate, to UVAA's continuing reasonable satisfaction, the ability to meet UVAA's standards and specifications, and possess adequate quality controls and capacity to supply UVAA's needs promptly and reliably.
 - (iii) UVAA shall provide to Bank a written accurate description of the UVAA Rewards.

- (iv) If for any reason the UVAA Rewards, or any portion thereof, is discontinued or terminated, UVAA agrees to abide, as closely as practicable, by the terms originally communicated to those Customers who have already requested such UVAA Reward.
 - (v) UVAA shall notify Bank, of each modification to and/or termination of any UVAA Rewards in writing at least sixty (60) days prior to the effective date of such modification or termination, or as otherwise mutually agreed to by Bank and UVAA. UVAA and Bank may mutually agree in writing from time to time upon additional and substitute UVAA Rewards, and upon such agreement Schedule C shall be deemed amended to reflect the new UVAA Rewards without requiring any additional action by the parties.
 - (vi) UVAA shall make all UVAA Rewards set forth in Schedule C available as redemption options to Customers in connection with Bank's customer rewards program within thirty (30) days after full execution of this Agreement. UVAA shall make any new UVAA Rewards available to Customers within sixty (60) days after the parties agree to amend Schedule C to reflect the new UVAA Rewards.
 - (vii) UVAA agrees that it shall indemnify and hold harmless Bank for all suits, causes of action, damages, losses and claims of negligence or product liability arising from any and all UVAA Rewards provided pursuant to this Agreement by or on behalf of UVAA regardless of whether such UVAA Rewards were provided for an additional charge.
- (b) Rights and Responsibilities of Bank
- (i) Bank shall administer the customer rewards program and pay the costs stated on Schedule C for the UVAA Rewards.
 - (ii) Bank shall design all advertising, solicitation, promotional, and fulfillment materials to be used with regard to the UVAA Rewards, which shall be subject to UVAA approval that shall not to be unreasonably withheld in accordance with Section 2(d) herein.
 - (iii) Bank shall be solely responsible for all marketing of the UVAA Rewards. Bank shall have sole discretion in determining the method, manner, content and frequency of all such marketing.
 - (iv) Bank shall have the right from time to time to audit UVAA's performance under this Agreement and to inspect samples of the UVAA Rewards to be delivered to Customers prior to their intended delivery upon seven (7) days' prior written notice. Such audits shall be at the expense of Bank and may take place at UVAA's facility or remotely, as determined by Bank and agreed to by UVAA.

UVAA will reasonably cooperate with Bank in connection with such audits. UVAA shall not utilize any UVAA Rewards until UVAA has received Bank's written approval, which will not be unreasonably withheld.

(c) Compensation

- (i) In consideration for the UVAA Rewards to be provided or supplied by UVAA, Bank shall compensate UVAA on the terms and conditions set forth in Schedule C, as the same may be amended from time to time and incorporated herein by this reference. Any costs or expenses relating to the UVAA Rewards and incurred by UVAA which are not specifically set forth in Schedule C shall be the sole responsibility of UVAA.
- (ii) All invoices for payment of Bank purchases of UVAA Rewards shall be forwarded to Bank. Each invoice shall be itemized and detail all authorized expenses. UVAA shall provide Bank with such documents and information as reasonably requested by Bank to support any invoice. Invoices shall be payable within forty-five (45) days of the date of Bank's receipt of the invoice. Disputed invoices shall be paid within forty-five (45) days after resolution of the dispute. At its sole expense, Bank may audit UVAA's records for UVA Rewards and shall be provided with a refund in the event of an overcharge by UVAA.
- (iii) If during the term of this Agreement UVAA is unable or fails to fulfill its obligations under Schedule C of this Agreement, Bank may, in addition to any other right or remedy it has under this Agreement, utilize any Royalties accrued by UVAA during the term of this Agreement and otherwise payable to UVAA to perform some or all of UVAA's obligations set forth in Schedule C, as appropriate, or to provide the Customers with a benefit similar in quality and value to the benefits set forth in Schedule C.

(d) Representations and Warranties of UVAA

UVAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement: (i) UVAA shall supply all UVAA Rewards in accordance with the terms of this Agreement and any additional Bank instructions, policies and procedures made known to it; (ii) UVAA has a valid license to use, sublicense and distribute the third-party logos, trademarks, and other third party intellectual property used in conjunction with the UVAA Rewards supplied hereunder. Such use, license, and distribution is free of all claims and threats of claims and does not violate any rights of any third party, including any copyright, trade secret or other proprietary rights. Upon request, UVAA shall provide Bank with documentation evidencing UVAA's compliance with this representation; and (iii) UVAA has the means, methods and resources to perform its obligations under this Section 12.

13. 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 2(h), 4(b), 4(c), 7, 10(c), 10(d), 10(f), 11(e), 12 and in Schedule A 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 UVAA:

Alumni Association of the University of Virginia
211 Emmet Street South
Charlottesville, Virginia 22903
ATTENTION: Donna R. Arehart, VP and CFO

Fax #: (434) 243-9080

(2) If to Bank:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884
ATTENTION: Contract Administration

Fax #: (302) 432-1821

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. 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, UVAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may not assign any of its rights or obligations under this Agreement to any other person without the prior written consent of UVAA which shall not be unreasonably withheld; provided however, that Bank may assign or transfer, without consent, any of its rights and/or obligations under this Agreement:

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

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 UVAA 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 UVAA 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. Except as may be required by Applicable Laws, neither party, the University nor any of its Affiliates, shall issue a press release or make a public

announcement in any format related to the subject matter of this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

- (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 by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days 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. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction. This Agreement shall be effective as of the Effective Date.
- (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.

SIGNATURES ON FOLLOWING PAGE

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

Alumni Association of the
University of Virginia

FIA Card Services, N.A.

By: 

By: 

Name: C. THOMAS FAULDERS, JR.

Name: JEFFREY M. FIVELER

Title: PRESIDENT + CEO

Title: SENIOR VICE PRESIDENT

SCHEDULE A

ROYALTIES

A. CREDIT CARD ACCOUNTS

During the term of this Agreement, Bank will pay UVAA a Royalty calculated as follows, for those Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank.

1. \$3.00 (three dollars) 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 that: 1) was open on the anniversary date; 2) has had active charging privileges for each of the preceding twelve months; and 3) has had at least one debit transaction conducted within the immediately preceding twelve-month period.
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)).

B. GIP ACCOUNTS

During the term of this Agreement, in addition to any payments under A(2) and A(3) above, Bank will pay UVAA a Royalty calculated as follows, for those GIP Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank.

1. \$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 the Royalty described in A.1. above.

C. REWARD ACCOUNTS

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

1. \$3.00 (three dollars) 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 that: 1) was open on the anniversary date; 2) has had active charging privileges for each of the preceding twelve (12) months; and 3) has had at least one debit card transaction conducted within the immediately preceding twelve-month period. A Reward Account may renew every twelve (12) months after the opening of the account.

3. 0.50% (fifty 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).

D. REWARD GIP ACCOUNTS

1. In addition to any payment under C(2) and C(3) above, \$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 chargeback request or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening of account Royalty.

E. DEPOSIT ACCOUNTS

During the term of this Agreement, UVAA will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section D, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to UVAA on any existing deposit account that is subsequently converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with subsection (2) below or otherwise.

1. \$2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least fifty dollars (\$50.00) as of the ninetieth (90th) 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 fifty dollars (\$50.00) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

2. 0.10 % (ten basis points) of Net New Purchases paid within forty-five (45) days after the end of each calendar quarter. 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.

F. GIP ACCOUNT BONUS

For each Contract Year, Bank agrees to pay UVAA a bonus payment ("GIP Bonus Payment") of twenty five dollars (\$25.00) per Qualifying GIP Account if at least one hundred (100) Qualifying GIP Accounts are opened pursuant to the Program during such Contract Year.

Examples:

If, in a Contract Year, one hundred twenty-five (125) Qualifying GIP Accounts are opened pursuant to the Program, the GIP Bonus Payment would be three thousand, one hundred twenty five dollars (\$3,125.00).

If, in a Contract Year, ninety-eight (98) Qualifying GIP Accounts are opened pursuant to the Program, no GIP Bonus Payment is due.

Such GIP Bonus Payment will be measured and paid within forty-five (45) days after each January 1 following the end of the Contract Year. For clarity, UVAA may only qualify for one Bonus Payment per Contract Year.

For purposes of this Schedule A, Section F., a "Qualifying GIP Account" means any GIP Account opened, which remains opened for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of such GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a chargeback request or otherwise disputed. Once one hundred (100) Qualifying GIP Accounts are opened, the GIP Bonus Payment of twenty-five hundred dollars (\$2,500.00) is due and payable, and UVAA will be paid one hundred dollars (\$100) per account for all additional Qualifying GIP Accounts opened during that Contract Year, which payments shall be made quarterly.

SCHEDULE B

(Insert w-9)



Affinity Authorization Agreement for Automatic Payments (ACH Credits)

As a convenience to our company, I hereby authorize Bank of America to initiate deposit (credit) entries and, if necessary, adjustments for any credit entries made in error, to our checking account indicated below. I further authorize the financial institution named below to credit and/or debit such entries to such account. If a payment sent to the supplied account information below is not accepted by the participating bank, Bank of America reserves the right to issue a check until the correct bank account information is obtained or adjust future compensation accordingly.

Financial Institution Information	
Financial Institution	Account Number: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
Address	Transit/ABA Number
City	State ZIP

This authorization agreement remains in full force and effect until Bank of America has received notice from me of its termination. Such termination must be made in such time and in such manner as to afford Bank of America a reasonable opportunity to act on it.

- This represents **setup** authorization
- This represents a **change** of previously authorized information (please include **only** the information to be changed)

Affinity Partner Information	
Affinity Partner	
Contact Name	Telephone:
Address	
Signature	Print Name
Title	

REQUIRED: PLEASE ATTACH VOIDED CHECK OR A COPY OF A VOIDED CHECK HERE

If company policy prohibits attaching a check, Bank of America is authorized to set-up the ACH account based on the information provided as being true and correct. Supplier will not hold Bank of America liable if the information is incorrect.

Treasurer or Other Officer:

Signature _____ Print Name _____

Return this form to:

Bank of America
ATTN: Accounts Payable – Vendor Management
125 DuPont Drive
Providence, RI 02907
Mailcode: RH1-121-01-30

Telephone: 888.550.6433

Fax: 704-719-5191

SCHEDULE C

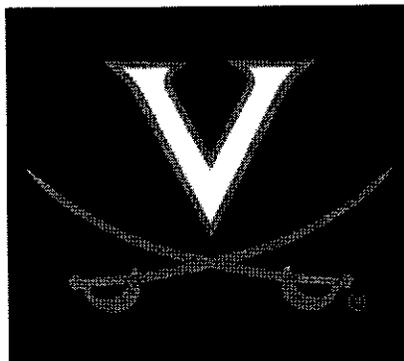
UVAA REWARDS

Reward	Description	Price	Supplying organization
Boar's Head golf weekend	2 nights at BHI plus golf for 2 (subject to availability)	\$420 plus tax	BHI
Single life membership in the Alumni Association		\$400	UVAA
Joint life membership in the Alumni Association		\$450	UVAA
Two nights' stay in the Colonnade Club		\$250	UVAA
Autographed football helmet	Autographed by coach	\$125	Athletics
Autographed football	Autographed by coach	\$30	Athletics
Autographed basketball	Autographed by coach	\$20	Athletics
Two football tickets		\$70-100 (depending on the game)	Athletics
Two men's basketball tickets		\$30-70 (depending on the game)	Athletics
Two tickets to women's basketball, baseball, soccer and lacrosse		\$18	Athletics
Luxury suite for men's basketball game	<ul style="list-style-type: none"> ▪ Luxury suite for a mutually agreed upon home Men's Basketball game (based on availability) – suite includes: <ul style="list-style-type: none"> ▪ Sixteen (16) suite passes ▪ Two (2) suite level parking passes ▪ Food and 	\$5,000 – non-conference game \$7,500 – conference game	Virginia Sports Properties

	beverages available but not included (additional expense) (mutually agreed upon game)		
U.Va. Captain's Chair	cherry or black arms	\$399.99	Bookstore
U.Va. Candlestick Lamp		\$189.99	Bookstore

SCHEDULE D

TRADEMARKS



UNIVERSITY
of VIRGINIA



UNIVERSITY *of* VIRGINIA



UNIVERSITY *of* VIRGINIA