

# AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS, an Illinois corporation having its principal place of business in Arlington Heights, Illinois (hereinafter referred to as "ACOFP") for themselves, their successors and assigns.

## 1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B.
- (b) "Anniversary Date" means March 31, 1999 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services and travel and entertainment card services, deposit services and long distance calling card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of ACOFP plus other participants mutually agreed to by ACOFP and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by ACOFP during the term of this Agreement.

## 2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate ACOFP with Royalties generated thereby, and ACOFP agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

## 3. RIGHTS AND RESPONSIBILITIES OF ACOFP

- (a) ACOFP agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. ACOFP will not license its

Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. ACOFP further agrees that during the term of this Agreement, no ACOFP publication shall carry advertisements for any other Financial Services.

(b) ACOFP authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) ACOFP shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either ACOFP's Trademark or the endorsement of ACOFP, which shall not be unreasonably withheld or delayed.

(d) ACOFP shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by ACOFP.

(e) ACOFP shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to ACOFP.

(f) ACOFP warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. ACOFP hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by ACOFP during the term of this Agreement. Nothing stated in this Agreement prohibits ACOFP from granting to other persons a license to use the Trademark in conjunction with the providing of any other service or product, except for any Financial Services.

(g) ACOFP shall provide MBNA America with a subscription without charge to any and all ACOFP publications.

#### **4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

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

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of ACOFP.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of ACOFP. However,

MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement and will not imply or suggest an endorsement by ACOFP.

(f) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.

## **5. ROYALTIES**

During the term of this Agreement, MBNA America shall pay to ACOFP all Royalties set forth in Schedule A and B, attached and incorporated herein. ACOFP shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

## **6. CROSS INDEMNIFICATION**

ACOFP and MBNA America each will indemnify and hold harmless the other party, their directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by ACOFP or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

## **7. RATES AND BENEFITS**

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform ACOFP prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

## **8. CONFIDENTIALITY OF AGREEMENT**

MBNA America and ACOFP expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and ACOFP shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provisions of this Section 8.

## **9. TERM OF AGREEMENT**

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be

for a five (5) year period beginning March 31, 1994 until March 31, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedule A is accurate as of March 24, 1994, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by ACOFP to the Members. Upon termination or expiration of this Agreement, ACOFP shall not take action with MBNA America or any other person to cause the removal of ACOFP's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

## **10. STATE LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

## **11. TERMINATION**

(a) In the event of any material breach or default of this Agreement by MBNA America or ACOFP, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or ACOFP becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9 (c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

## **12. MISCELLANEOUS**

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

(b) The obligations in Sections 6, 8, and 9 (c) shall survive any termination or expiration of this Agreement.

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

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:

(i) If to ACOFP:

AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS  
303 East Algonquin Road  
Arlington Heights, Illinois 60005

ATTENTION: Mr. George V. Nyhart  
Executive Director

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.  
400 Christiana Road  
Newark, Delaware 19713

ATTENTION: Mr. Terrance R. Flynn  
Senior Executive Vice President

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

If ACOFP is providing MBNA America with notice pursuant to Section 9 (a) herein, ACOFP must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

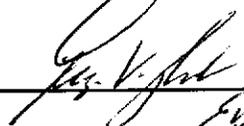
(h) It is agreed and understood that MBNA America and ACOFP are not agents, representatives or employees of each other.

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

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

**AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS**

Dated this 31 day of  
March, 1994

By:   
Title: Executive Director

**MBNA AMERICA BANK N.A.**

Dated this 24 day of  
March, 1994

By:   
Title: Executive Vice President

## SCHEDULE A

### **I. TERMS AND FEATURES**

#### **A. CREDIT CARD ACCOUNTS**

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

\* There is NO Annual Fee.

\* The current Annual Percentage Rate for Members will be a fixed rate of 15.9%, or a variable rate of prime plus 7.9%, which is currently 13.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

\* The current Annual Percentage Rate for Students will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

#### **B. GOLD RESERVE ACCOUNTS**

\* There is NO Annual Fee for the first six (6) months for the Members.

\* The Annual Fee for the second six (6) months, when applied, is \$7.50.

\* Thereafter the Annual Fee, when applied, is \$15.00.

\* The current Annual Percentage Rate is 15.9%.

#### **C. GOLD OPTION ACCOUNTS**

\* There is NO Annual Fee for the Members.

\* The current Annual Percentage Rate is 13.9%.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

### **II. ROYALTY ARRANGEMENT**

During the term of this Agreement, or any extension thereof, MBNA America will pay AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS a Royalty calculated

according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS

- \* \$1.00 for every new Credit Card Account opened by a Customer of ACOFP, which remains open for at least ninety (90) days.
- \* \$3.00 for each year a Credit Card Account is renewed.
- \* \$0.15 per retail purchase transaction made by a Customer (net refunds and returns).

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

- \* \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- \* 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- \* \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.
- \* Effective January 1, 1990 an increase of \$1.00 for premium accounts and \$1.00 for standard accounts, over and above existing renewal compensation provided for in this Agreement, shall be paid for each credit card account renewing each year during the term of this Agreement. Payment provided for in this Agreement, as amended, shall be made on a calendar quarter basis.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

- \* \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- \* 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- \* \$2.00 for each Gold Option account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

**SCHEDULE B**  
**DEPOSIT SERVICES**

**I. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")**

- \* Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- \* Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- \* Customers may write up to three (3) checks per statement cycle.
- \* Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

**II. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")**

- \* The interest rate for the stated term of the CD is guaranteed to stay the same.
- \* Interest will be credited to the certificate's principal which may be withdrawn by the Customer on a periodic basis.
- \* There will be penalties assessed for early withdrawal according to the terms of the CD.
- \* Customers will be notified in writing prior to maturity so that a timely reinvestment decision may be made.

**III. MONEY MARKET DEPOSIT & CERTIFICATE OF DEPOSIT ACCOUNT**

- \* All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- \* Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.
- \* A minimum deposit of at least \$2,500 is required to establish each account.
- \* MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America

**IV. ROYALTIES**

- \* Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of ACOFP Members obtained by MBNA America pursuant to the Program.

\* Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of ACOFP Members obtained by MBNA America pursuant to the Program.

\* MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.



11/04 N.A.E.C

MBNA Marketing Systems, Inc.  
676 North Michigan Avenue  
Suite 3700  
Chicago, IL 60611  
(312) 640-5100  
(800) 906-6262  
(312) 640-5110 Fax

November 4, 1994

NMF-P

Mr. George Nyhart  
Executive Director  
American College of Osteopathic Family Physicians  
330 East Algonquin Road  
Arlington Heights, IL 60005

Dear George:

As you are aware, we have enhanced your credit card benefit for your members by modifying the Program to eliminate the annual fee. We need to update the royalty provision of the agreement to provide for this important change. As you will see, the dollar amount earned per renewal account has not been changed. This new calculation will be effective for all of your renewal accounts and is implemented by replacing the current renewal compensation language with the following:

If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

In order to continue to offer this enhancement to your members, we need you to countersign and return this letter by November 18, 1994. If you have any questions regarding compensation or your Credit Card Program, please call me at 800-906-6262.

Sincerely,

Paula E. DiSabatino  
Assistant Vice President

George Nyhart  
American College of Osteopathic Family Physicians

P.S. Please see the attached letter that refers to your student program.

NADC

**BUSINESS CARD ADDENDUM**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 21 day of Sept, 1999 by and between AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS ("ACOFF") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ACOFF and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ACOFF; and

WHEREAS, ACOFF and MBNA America mutually desire to amend the Agreement to include MBNA America's BusinessCard products ("BusinessCard"): (i) as a financial service provided by MBNA America; and (ii) as another part of ACOFF's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. The parties agree that BusinessCard (as such product is more fully described on Attachment #1) is now a part of the Program (as such product or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer BusinessCard to some or all of the persons included on the lists provided to MBNA America under the Agreement, and to business entities related to such persons.
3. ACOFF agrees to (i) exclusively endorse BusinessCard; and (ii) not sponsor, promote, aid, advertise, or develop a loan program similar to BusinessCard. Subject to the foregoing, all other promises made by ACOFF in the Agreement arising from its exclusive arrangement with MBNA America shall also apply to BusinessCard.
4. During the term of the Agreement, ACOFF will receive the compensation set forth on Attachment #1, Section II for BusinessCard credit card accounts opened pursuant to the Program. BusinessCard compensation shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to BusinessCard accounts.
5. Upon termination or expiration of the Agreement, or any aspect of the Program, ACOFF shall not take action to cause the removal of ACOFF's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other

provisions of the Agreement, and to the extent not otherwise granted, ACOFP hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. ACOFP represents and warrants that ACOFP has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

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

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

AMERICAN COLLEGE OF OSTEOPATHIC  
FAMILY PHYSICIANS

MBNA AMERICA BANK, N.A

By: [Signature]  
Name: George V. Nyhart  
Title: Executive Director  
Date: 9/21/99

By: [Signature]  
Name: [Redacted] Linda Reagan  
Title: Vice President  
Date: September 30, 1999

**ATTACHMENT #1****I. TERMS AND FEATURES OF BUSINESSCARD ACCOUNTS**

"BusinessCard Credit Card Account" means a business credit card account (*Preferred* and *Platinum Plus for Business*) opened by a ACOFP Customer in response to marketing efforts made pursuant to the Program. The terms referenced below will be subject in all respects to the terms set forth in the BusinessCard credit card agreement to be entered into between MBNA America and each Customer (as defined below) as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended. Terms of the benefits will be stated in the benefits brochure supplied to each Customer. MBNA America reserves the right to change its product names (*Preferred* and *Platinum Plus for Business*), in its sole discretion, from time to time.

- A. The current annual fee for each business card issued to an individual or business entity (other than ACOFP) pursuant to the BusinessCard program ("Customer"):

*Preferred:* \$25.00 per card.  
*Platinum Plus for Business:* \$0.00 per card.

- B. The current Annual Percentage Rate is: (i) for *Preferred*, a fixed rate of 17.9%; (ii) for *Platinum Plus for Business*, a fixed rate of 12.9 %.

**II. COMPENSATION FOR BUSINESSCARD ACCOUNTS**

BusinessCard Credit Card Account compensation shall not affect any other compensation contained in the Agreement, and the compensation provisions referencing Credit Card Accounts shall not apply to BusinessCard Credit Card Accounts. Compensation shall be calculated as set forth below:

A. Compensation for Preferred:

1. \$4.00 for each new BusinessCard Credit Card Account opened pursuant to the Program which remains open for at least ninety (90) consecutive days.
2. \$5.00 for each BusinessCard Credit Card Account each year that such account is renewed and the applicable annual fee is paid by the Cardholder; provided however, that if the annual fee on the account is less than \$25.00, no renewal compensation shall be paid with respect thereto.

B. Compensation for Platinum Plus for Business:

Twenty basis points (.20%) of the retail purchase transaction dollar volume generated by Cardholders using a BusinessCard Credit Card Account with active charging privileges,

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

Payment shall be made approximately 45 days after the end of each calendar quarter. All references to accounts in the compensation provisions of this Attachment #1 are exclusive of accounts which do not have active charging privileges.

**SELECT REWARDS ADDENDUM  
TO THE AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS  
AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 17 day of Jan, 2002, by and between AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS ("ACOFP"), and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

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

WHEREAS, ACOFP and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Select Rewards Enhancement") as another aspect of ACOFP's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ACOFP and MBNA America 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 term "New Select Reward Credit Card Account" means a credit card account carrying the Select Rewards Enhancement, which is opened pursuant to the Program based upon a solicitation source code first utilized by MBNA America on or after December 1, 2001.

3. The term "Test Select Reward Credit Card Account" means a credit card account carrying the Select Rewards Enhancement, which is opened pursuant to the Program based upon a solicitation source code first utilized by MBNA America prior to December 1, 2001.

4. The parties agree that the Select Rewards Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Select Rewards Enhancement to some or all of the persons included on the lists provided by ACOFP under the Agreement. The Select Rewards Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Select Rewards Enhancement name(s), in its sole discretion, from time to time.

5. ACOFP agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to the Select Rewards Enhancement (other than MBNA America programs). Subject to the foregoing, all of ACOFP's promises arising from its exclusive

arrangement with MBNA America in the Agreement shall also apply to the Select Rewards Enhancement.

6. During the term of the Agreement, but subject to the other terms of the Agreement, ACOFP will receive the royalties set forth on Attachment #1, Section II. for the New Select Reward Credit Card Accounts. All New Select Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1, Section II., notwithstanding any other provision of the Agreement.

7. During the term of the Agreement, but subject to the other terms of the Agreement, ACOFP will receive the royalties set forth on Attachment #1, Section III. for the Test Select Reward Credit Card Accounts. All Test Select Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1, Section III., notwithstanding any other provision of the Agreement.

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

9. 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 made by any party or its employees, officers or agents shall be valid or binding.

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

AMERICAN COLLEGE OF  
OSTEOPATHIC FAMILY PHYSICIANS

MBNA AMERICA BANK, N.A.

By: Justin M. Collins

By: Elizabeth Ross

Name: Justin M. Collins

Name: Elizabeth Ross

Title: Membership Manager

Title: SEVP

Date: 1/17/02

Date: 2/24/02

## Attachment #1

### I. Select Rewards Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no annual fee.
- B. The current annual percentage rate is 11.99%.
- C. Customers may be able to select credit insurance or credit protection as a benefit under the Program.

### II. Select Reward Credit Card Account Royalties

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

- A. \$1.00 (one dollar) for each New Select Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a New Select Reward Credit Card Account.
- B. \$1.00 (one dollar) for each New Select Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each New Select Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the New Select Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A New Select Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain New Select Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above

percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on New Select Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such New Select Reward Credit Card Account.

### III. Test Select Reward Credit Card Account Royalties

Effective as of January 1, 2001, and during the term of this Agreement, MBNA America will pay ACOFP a Royalty calculated as follows, for those Test Select Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Test Select Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Test Select Reward Credit Card Account.
- B. \$4.00 (four dollars) for each Test Select Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Test Select Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Test Select Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Test Select Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. \$0.15 (fifteen cents) for each retail purchase transaction made by a Customer using a consumer Test Select Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

## TERM EXTENSION AND ROYALTY ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 5<sup>th</sup> day of August, 2002 by and between American College of Osteopathic Family Physicians ("ACOFP"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ACOFP and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of ACOFP; and

WHEREAS, ACOFP and MBNA America mutually desire to extend the term of the Agreement and modify certain Royalty provisions;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ACOFP and MBNA America 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 current term of the Agreement is hereby extended to end on April 30, 2007. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. In addition to ACOFP's obligations under the Agreement to exclusively endorse the Program, ACOFP agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.
4. Schedule A, Section II.A, as amended, is hereby amended to read in its entirety as follows:
  - A. CREDIT CARD ACCOUNTS (OTHER THAN NEW SELECT REWARD AND TEST SELECT REWARD CREDIT CARD ACCOUNTS)
    1. \$1.00 (one dollar) for each new Credit Card Account (except a New Select Reward or Test Select Reward Credit Card Account) opened, which remains open for at least ninety (90) consecutive days.

2. \$1.00 (one dollar) for each Credit Card Account (except a New Select Reward or Test Select Reward Credit Card Account) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each such Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
  
3. 0.30% (one third of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (except a New Select Reward or Test Select Reward Credit Card Account, and excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
  
5. 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. 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. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

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

AMERICAN COLLEGE OF  
OSTEOPATHIC FAMILY PHYSICIANS

By: Peter L. Schmeizer  
 Name: PETER L. SCHMEIZER  
 Title: DEPUTY EXECUTIVE DIRECTOR  
 Date: Aug 5, 2002

MBNA AMERICA BANK, N.A.

By: [Signature]  
 Name: Vally Firmed  
 Title: SVP  
 Date: 8/27/02

**WORLD POINTS AND EMERGING CREDIT CARD ADDENDUM  
TO THE AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS  
AMENDED AND RESTATED AGREEMENT**

(02)

THIS ADDENDUM (the "Addendum") is entered into as of this 17 day of September, 2007, by and between American College of Osteopathic Family Physicians ("ACFP"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ACFP and Bank are parties to an Amended and Restated Agreement last dated December 3, 1993, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain Mailing Lists provided to Bank by or on behalf of ACFP; and

WHEREAS, ACFP and Bank mutually desire to amend the Agreement to include the loyalty rewards program, emerging credit program, and Group Incentive Program (as each are defined below) as another aspect of ACFP's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ACFP 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:

"**Credit Card Account**" means a credit card account opened in response to marketing efforts made pursuant to the Program.

"**Emerging Credit Card Account**" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.

"**Emerging Credit Card GIP Account**" means an Emerging Credit Card Account opened pursuant to a GIP in which ACFP complies with the GIP provisions of the Agreement.

"**Emerging Credit Card Reward Account**" means an Emerging Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

"**Emerging Credit Card Reward GIP Account**" means an Emerging Credit Card Reward Account opened pursuant to a GIP in which ACFP complies with the GIP provisions of the Agreement.

"**GIP Account**" means a consumer Credit Card Account opened pursuant to a GIP in which ACFP complies with the GIP provisions of the Agreement.

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

“**Reward Credit Card Account**” means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

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

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

“**Royalty**” means the compensation set forth in Schedules A and B.

3. The following is hereby added to the Agreement as a new Section 13:

“13. GROUP INCENTIVE PROGRAM”

(a) Bank shall design all advertising, solicitation, and promotional material with regard to the Program, except with respect to those materials designed by ACFP pursuant to any GIP. In that regard, ACFP shall give Bank sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle ACFP to the Royalty specified in Schedule A, as amended by Attachment #1, attached hereto and incorporated herein by reference, subject to the other terms and conditions of this Agreement.

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

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

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

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

4. The parties agree that the Reward Enhancement is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by ACFP under the Agreement.

5. ACFP agrees to not endorse, sponsor, promote aid, advertise, or develop a loyalty rewards program similar to the Reward Enhancement (other than Bank programs). Subject to the foregoing, all of ACFP's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

6. Schedule A, Section II of the Agreement is hereby amended by adding new Sections C through F, as set forth on Attachment #1, attached hereto and made a part hereof.

7. 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.

8. 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 date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**AMERICAN COLLEGE OF  
OSTEOPATHIC FAMILY PHYSICIANS**

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

By: Justin M Burk  
Name: Justin M Burk  
Title: Membership Mgr  
Date: 9/17/07

By: Sandra Wirt  
Name: SANDRA WIRT  
Title: SVP  
Date: 9/28/07

## Attachment #1

### C. GIP ACCOUNTS

GIP 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 consumer GIP Accounts.

1. \$10.00 (ten 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 purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

### D. REWARD CREDIT CARD ACCOUNTS

Reward 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 Credit Card Accounts will not apply to Reward Credit Card Accounts.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten 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.

E. EMERGING CREDIT CARD ACCOUNTS

Emerging 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 Credit Card Accounts will not apply to Emerging Credit Card Accounts.

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging 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 Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging 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. \$10.00 (ten dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card 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 Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. EMERGING CREDIT CARD REWARD ACCOUNTS

Emerging Credit Card 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 Emerging Credit Card Reward Accounts.

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward 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 Credit Card Reward 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. This Royalty will not be paid for any Emerging Credit Card Account which, after opening,

converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.

2. \$1.00 (one dollar) for each Emerging Credit Card 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 Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Reward Account; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card 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, bets, lottery tickets, or casino gaming chips)).

4. \$10.00 (ten dollars) for each Emerging Credit Card 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 Emerging Credit Card 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 Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.