

## STAFF CARD AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the 20<sup>th</sup> day of February, 2004, by and between DELTA MU DELTA HONOR SOCIETY ("Delta Mu Delta") and MBNA AMERICA (DELAWARE), N.A. ("MBNA Delaware"), for themselves and their respective successors and assigns.

WHEREAS, Delta Mu Delta and MBNA America Bank, N.A. ("MBNA America"), are parties to an Agreement dated as of November 20, 1996, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain Financial Service Products, as defined therein, to certain persons included in certain lists provided to MBNA America by or on behalf of Delta Mu Delta; and

WHEREAS, Delta Mu Delta and MBNA Delaware desire that MBNA Delaware issue a staff credit card to employees of Delta Mu Delta.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Delta Mu Delta and MBNA Delaware agree as follows:

### 1. Definitions

- (a) "Delta Mu Delta Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Delta Mu Delta.
- (b) "Delta Mu Delta Employees" means those officers and/or employees designated by Delta Mu Delta to receive Staff Credit Card Accounts pursuant to this Agreement.
- (c) "Royalty" means the compensation set forth herein.
- (d) "Staff Credit Card Account" means a business credit card account opened by Delta Mu Delta for use by certain of its designated employees.
- (e) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name or trademark used or acquired by Delta Mu Delta or any Delta Mu Delta Affiliate during the term of this Agreement.

### 2. Pricing

The pricing referenced below will be subject in all respects to the terms set forth in the Commercial Credit Agreement to be entered into between MBNA Delaware and Delta Mu Delta and/or each Delta Mu Delta Employee, as the same may be amended from time to time. This description may be adjusted or amended pursuant to MBNA Delaware's rights under such Commercial Credit Agreement, as amended. Terms of any benefits will be stated in the benefits brochure supplied to each Delta Mu Delta Employee. MBNA Delaware reserves the right to change its product name (*Platinum Plus for Business*), in its sole discretion, from time to time.

1. The current annual fee for each Staff Credit Card issued to a Delta Mu Delta Employee is \$0.
2. The current Annual Percentage Rate ("APR") is a fixed rate of 11.99%.

### 3. Exclusivity

Delta Mu Delta for itself and with the authority and on behalf of all applicable Delta Mu Delta Affiliates, hereby grants MBNA Delaware a limited, non-exclusive license to use the Trademarks solely in conjunction with this Agreement. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Delta Mu Delta shall provide MBNA Delaware all Trademark production materials (e.g., camera ready art) required by MBNA Delaware, as soon as possible but no later than thirty (30) days after Delta Mu Delta's execution of this Agreement. Nothing stated in this Agreement prohibits Delta Mu Delta from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Staff Credit Card Account products or services.

### 4. Trademark License

(a) Delta Mu Delta grants MBNA Delaware a license to use Delta Mu Delta's Trademarks solely in conjunction with production of the Staff Credit Cards. Delta Mu Delta shall provide written consent for such licensed use of its Trademarks, which consent shall not be unreasonably withheld. Delta Mu Delta indemnifies and holds harmless MBNA Delaware, its directors, officers, agents, employees, affiliates, successors, and assigns from and against any and all loss, liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, arising from the Trademark license or from MBNA Delaware's use of the Trademarks in reliance thereon.

(b) In the event that MBNA Delaware incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA Delaware may deduct such costs from Royalties due Delta Mu Delta. In the event such costs exceed Royalties then due Delta Mu Delta, Delta Mu Delta shall promptly reimburse MBNA Delaware for all such costs.

### 5. Term

The initial term of this Agreement will begin on the Effective Date and end on 10-31-2006. This Agreement will automatically extend at the end of the initial term or any renewal term for successive 3 year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days prior to the last day of such term or renewal term, as applicable. Either party may terminate this Agreement at any time and for any reason by giving ninety (90) days prior written notice to the other party.

### 6. General Provisions

(a) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of fire, natural disaster, action or decrees of governmental bodies, or other event wholly beyond control of a party, the party that has been so affected shall immediately give written notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended or extended, as appropriate. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of a force majeure event, the party whose ability to perform has not been so affected, may terminate this Agreement immediately.

(b) Notices. Whenever either party is required or permitted to give notice hereunder, the notice shall be in writing and shall be deemed given when delivered in hand, telecopied, or faxed to the other party and receipt is confirmed, when sent by overnight courier service, or when mailed by U.S. mail, certified or registered mail, postage prepaid, to the address specified below.

If to MBNA Delaware: MBNA America (Delaware), N.A  
1100 North King Street, MS 0464  
Wilmington, Delaware 19884-0464  
Attention: Director, Business Lending, Business Development  
Facsimile Number: 302-432-2491

If to Delta Mu Delta: Delta Mu Delta Honor Society  
2 Salt Creek Lane LL6, Hinsdale IL 60521  
Attn: Richard Sosnowski  
Facsimile Number: 302-432-2491

(c) Assignment. MBNA Delaware may assign this Agreement to any person at any time, including its parent, subsidiaries, affiliates, or to the surviving corporation of any such entity, all or part of its rights under this Agreement, including all or part of any balances owing on the Accounts. Delta Mu Delta shall not have the right to assign this Agreement unless it obtains the prior written consent of MBNA Delaware.

(d) Waiver. No term or condition of this Agreement shall be deemed waived and no breach excused unless a waiver or consent is in writing and signed by the party claimed to have waived or consented. Failure to exercise a right or remedy at law or granted hereunder shall not be deemed a waiver of the right or remedy. Failure to claim default hereunder shall not waive any default.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

(f) Entire Agreement. This Agreement contains the entire agreement between the parties, and no oral or prior written statements or representations not contained in the Agreement shall have any force or effect with respect thereto. The Agreement supercedes any previous oral or written communications, representations, understandings or agreements between the parties with respect hereto. In the event that any provision(s) of the Agreement shall be declared invalid or unenforceable by any court or tribunal of any kind having jurisdiction with respect thereto, such determination shall not affect any other provision(s) thereof, all of which shall remain in full force and effect.

(g) No Partnership. Nothing herein shall be deemed or construed to create a partnership or joint venture between MBNA Delaware and Delta Mu Delta, or any affiliate of each. MBNA Delaware's services shall be rendered as an independent contractor and not as agent for Delta Mu Delta.

(h) Quality Monitoring. Delta Mu Delta and each cardholder consents to and authorizes MBNA Delaware and any of its affiliates or marketing associates to monitor and record, for quality assurance purpose, any of their telephone conversations relating to this Agreement or the Commercial Credit Agreement.

(i) Counterparts. The Agreement may be executed in multiple counterparts, each being deemed an original and this being one of the counterparts.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Agreement 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 Agreement for and on behalf of such party.

**DELTA MU DELTA HONOR SOCIETY**

By: R. L. Sosnowski  
Name: R. L. SOSNOWSKI  
Title: Sec/Exec DIRECTOR  
Date: 2/6/04

**MBNA AMERICA (DELAWARE), N. A.**

By: EM Blue  
Name: EBLUE  
Title: Sr Exec VP  
Date: 3/3/04

**AMENDED AND RESTATED  
AFFINITY AGREEMENT  
DELTA MU DELTA HONOR SOCIETY**

This Agreement is entered into as of this 1<sup>st</sup> day of January, 2007 (the "Effective Date") by and between FIA Card Services, N.A., f/k/a MBNA America Bank, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Delta Mu Delta Honor Society, a Pennsylvania corporation having its principal place of business at 9217 Broadway Ave, Brookfield, Illinois ("Delta Mu Delta") for themselves, and their respective successors and assigns.

WHEREAS, Delta Mu Delta and Bank are parties to an Agreement dated as of November 20, 1996, as the same has been amended (the "Original Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of Delta Mu Delta; and

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

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

1. DEFINITIONS

When used in this Agreement

- (a1) "Active charging privileges" means the Account (i) is open for use and not in default; (ii) is not blocked because of any credit problems, defaults, bankruptcy, fraud, or similar reasons; (iii) has not been closed by Bank or Cardholder; and (iv) has at least one Card that has been issued and validated to the person(s) who requested the Card.
- (a2) "Agreement" means this agreement and Schedules A and B.
- (b) "Business Credit Card Account" means a business credit card account opened in response to marketing efforts made pursuant to the Program.
- (c) "Business GIP Account" means a Business credit card account opened pursuant to a GIP in which Delta Mu Delta complies with the GIP provisions of this Agreement.
- (d) "Credit Card Account" means a consumer credit card account opened in response to marketing efforts made pursuant to the Program.
- (e) "Customer" means any Member who is a participant in the Program.

- (f) "Financial Service Products" means any credit card program, charge card program, debit card program, installment loan program, revolving loan program, deposit program and travel and entertainment card program.
- (g) "GIP Account" means a Credit Card Account opened pursuant to a GIP in which Delta Mu Delta complies with the GIP provisions of this Agreement.
- (h) "Group Incentive Program" or "GIP" means any marketing or other program whereby Delta Mu Delta conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (i) "Gold Option Account" means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (j) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (k) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (l) "Member" means a member of Delta Mu Delta and/or other potential participants mutually agreed to by Delta Mu Delta and Bank.
- (m) "Program" means those products, procedures, and services for providing the Financial Service Products that Bank agrees to offer pursuant to this Agreement to the Members from time to time.
- (n) "Reward Credit Card Account" means a Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (o) "Reward GIP Account" means a Reward Credit Card Account opened pursuant to a GIP in which Delta Mu Delta complies with the GIP provisions of the Agreement.
- (p) "Reward Enhancement" means the reward Credit Card Account enhancement as provided through Bank and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.
- (q) "Royalties" means the compensation set forth in Schedule A.

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

2. RIGHTS AND RESPONSIBILITIES OF DELTA MU DELTA

(a) Delta Mu Delta agrees that during the term of this Agreement it will endorse the Program exclusively and that neither Delta Mu Delta nor any Delta Mu Delta Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any organization other than Bank; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. Notwithstanding anything else in this Agreement to the contrary, Delta Mu Delta may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Delta Mu Delta of said financial institution or advertising for a Financial Service Product.

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

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

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

(e) Within thirty (30) days following the request of Bank, Delta Mu Delta shall provide Bank with the Mailing List free of any charge; provided, however, that Delta Mu Delta shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Delta Mu Delta not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by Delta Mu Delta or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due Delta Mu Delta.

(f) Delta Mu Delta shall, and shall cause any Delta Mu Delta Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and

solicitation materials provided by Bank to Delta Mu Delta. Notwithstanding the above, Delta Mu Delta may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to Delta Mu Delta. Any correspondence received by Delta Mu Delta that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within one business day of receipt. All charges incurred for this service will be paid by Bank.

(g) Delta Mu Delta hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Delta Mu Delta shall provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days after Delta Mu Delta's execution of this Agreement. Nothing stated in this Agreement prohibits Delta Mu Delta from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Delta Mu Delta shall advertise the Program on its home page and at least 2 other prominent locations within the internet site(s) of Delta Mu Delta. Delta Mu Delta will establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hot-link" shall entitle Delta Mu Delta to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. Delta Mu Delta shall modify or remove such advertisements within twenty-four (24) hours of Bank's request. Delta Mu Delta shall provide Bank with the ability to access any and all public pages within the Delta Mu Delta internet site(s).

### 3. RIGHTS AND RESPONSIBILITIES OF BANK

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

(b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Delta Mu Delta. Delta Mu Delta may request Bank's one-time approval for a communication to be repetitively made in a series of communications to the Members, e.g., a newsletter text piece that will not be materially varied from one issue to the next.

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

(d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of Delta Mu Delta.

(e) Bank shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall require any entities that handle these Mailing Lists on Bank's behalf to do so in accordance with this Agreement and not for any other purpose. Bank shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Delta Mu Delta. However, Bank may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Delta Mu Delta.

#### 4. REPRESENTATIONS AND WARRANTIES

(a) Delta Mu Delta and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) Delta Mu Delta represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. Delta Mu Delta will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from Bank's use of the Trademarks

in reliance thereon, or from the use of any Mailing List(s) by Bank for the promotion of the Program. Excluding any claims or liability related to gross negligence or intentional misconduct of the Bank. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

5. ROYALTIES

(a) During the term of this Agreement, Bank shall pay Royalties to Delta Mu Delta. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, Bank will provide Delta Mu Delta with a statement showing the number of Credit Card Accounts and Business Credit Card Accounts opened, the number of Credit Card Accounts and Business Credit Card Accounts renewed, and the number and aggregate amount of retail purchase transactions sufficient to calculate the compensation due to Delta Mu Delta (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on Credit Card Accounts and Business Credit Card Accounts.

6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features. If a change to the Program would affect Delta Mu Delta, Bank will give Delta Mu Delta advance written notice of the change. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and Delta Mu Delta shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or requested by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on December 31, 2011. 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) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by Bank or Delta Mu Delta, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either Bank or Delta Mu Delta becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, Bank shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, Bank may conclude all solicitation that is required by law.

(d) Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Delta Mu Delta or any Delta Mu Delta Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Delta Mu Delta shall not attempt to cause the removal of Delta Mu Delta's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard, or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then each party shall have the right to terminate this Agreement upon ninety (90) days advance written notice to the other party. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, Delta Mu Delta agrees that neither Delta Mu Delta nor any Delta Mu Delta Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Delta Mu Delta may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Delta Mu Delta provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of Bank, or offered any terms or incentives different from that offered to all Members.

#### 11. GROUP INCENTIVE PROGRAM

(a) Bank shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Delta Mu Delta pursuant to any GIP. In that regard, Delta Mu Delta 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 Delta Mu Delta to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by Delta Mu Delta 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.

(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 Delta Mu Delta pursuant to any GIP. Bank shall have approval and control of the scope, timing, content, and continuation of any GIP with advance notification.

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

(e) Delta Mu Delta 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.

12. MISCELLANEOUS

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

(b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.

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

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

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

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to DELTA MU DELTA HONOR SOCIETY:

Delta Mu Delta Honor Society  
9217 Broadway Ave  
Brookfield, IL 60513-1251  
ATTENTION: Executive Director

Fax #: (708) 887-5469

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

FIA Card Services, N. A.  
1100 North King Street  
Wilmington, Delaware 19884  
ATTENTION: Director of National Sales

Fax #: (302) 432-0469

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of Bank, which shall not be unreasonably withheld, Delta Mu Delta may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of Delta Mu Delta. 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, which are held to same confidentiality as Bank.

(h) Bank and Delta Mu Delta are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

(j) Each party recognizes and agrees that the other party's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, each party agrees that it shall not conduct itself or engage in any activity in a manner which may adversely affect the other party's goodwill and reputation in the marketplace. In the event a party determines that the other party does not so conduct itself, the wronged party may terminate this Agreement, if the breaching party does not cure such material breach within 30 days after receiving notice of the breach.

(k) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

DELTA MU DELTA  
HONOR SOCIETY

FIA CARD SERVICES, N. A.

By: R. L. Sosnowski

By: Sandra Wirt

Name: R. L. Sosnowski

Name: SANDEA WIRT

Title: Exec Director

Title: SVP

Date: 3/17/07

Date: 3/21/07

## SCHEDULE A

### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Delta Mu Delta a Royalty calculated as follows, for those accounts with active charging privileges. These Royalties continue to be paid on Consumer Credit Card and Business Credit Card Accounts with active charging privileges, including existing accounts that originated under the Original Agreement, during the entire Term of this Agreement. Bank may create a special class of consumer accounts for Delta Mu Delta employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$30.00 (thirty 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 consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to 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 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 business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty one hundredths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer 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, bets, lottery tickets, or casino gaming chips)).
4. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

D. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five one hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

E. BUSINESS CREDIT CARD ACCOUNTS

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

1. 0.20% (twenty one-hundredths of one percent) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those

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

2. \$30.00 (thirty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Business Credit Card Account's opening for at least one purchase, or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### F. DEPOSIT ACCOUNTS

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

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

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.00833330%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

#### G. EMERGING CREDIT CARD ACCOUNTS

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

\$20.00 (twenty 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 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.

#### H. ADVANCE AND GUARANTEE

Upon full execution of this Agreement, and upon each annual anniversary of the Effective Date during the initial term of this Agreement, Bank shall pay to Delta Mu Delta the sum of fifteen thousand dollars (\$15,000.00) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to Delta Mu Delta, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Delta Mu Delta as set forth in this Agreement. Bank shall no longer be obligated to pay any additional Advances to Delta Mu Delta hereunder, and Delta Mu Delta hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (ii) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date; or
- (ii) Delta Mu Delta breaches any of its material obligations under this Agreement and does not cure such material breach within 30 days after receiving notice of the breach.

#### I. ROYALTY GUARANTEE

Delta Mu Delta shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than seventy-five thousand dollars (\$75,000.00) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Delta Mu Delta has not accrued \$75,000.00 in Royalties, Bank will pay Delta Mu Delta an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Delta Mu Delta during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1 above.

# FIA CARD SERVICES®

April 7, 2011

Mr. Richard Sosnowski  
Executive Director  
Delta Mu Delta Honor Society  
9217 Broadway Ave  
Brookfield, Illinois 60513-1251

**RE: The Amended and Restated Affinity Agreement by and between Delta Mu Delta Honor Society ("Delta Mu Delta") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), entered into as of January 1, 2007, as the same has been amended (the "Agreement")**

Dear Mr. Sosnowski:

Per our recent phone conversation, FIA would like to arrange to terminate the Agreement earlier than the end of the current term which expires on December 31, 2011. To facilitate this termination we have prepared this letter ("Letter") to be executed by both parties, setting forth the terms upon which FIA and Delta Mu Delta mutually agree to terminate the Agreement. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

The Agreement shall be deemed terminated effective as of **April 30, 2011** (the "Termination Date"). After the Termination Date, neither party shall have any rights or responsibilities arising under the Agreement unless such right or responsibility, in accordance with the terms of the Agreement, was to survive the termination of the Agreement. FIA and Delta Mu Delta agree to keep confidential and not disclose to any person or entity the terms of this Letter or the circumstances which resulted in its execution.

Notwithstanding anything to the contrary in the Agreement, FIA and Delta Mu Delta agree that, as of the date this Letter has been fully executed, Delta Mu Delta may solicit proposals for programs offering and/or discuss with any organization other than FIA the providing of any Financial Service Products of any entity other than FIA; provided, however, Delta Mu Delta shall not, directly or indirectly, prior to the Termination Date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than FIA, or (ii) license or allow others to use or license the Trademarks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than FIA.

The parties agree that the third sentence in Section 10(d) of the Agreement is hereby deleted and replaced with the following:

"Notwithstanding anything else in the Agreement to the contrary, upon termination or earlier expiration of this Agreement, FIA will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from FIA's marketing channels; (ii) use Trademarks in connection with Credit Card Accounts and Business Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. Delta Mu Delta shall not attempt to cause

the removal of Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and FIA shall have the right to use Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion."

For the sake of clarity, no compensation is due or owed by Bank to Delta; all Advances owed by Bank under the Agreement have been satisfied and the Guarantee Amount paid and Bank owes no compensation, nor is any compensation due to Delta Mu Delta. Additionally, Delta Mu Delta does not owe Bank any reimbursement of Advance amounts given the mutual agreement to end the Agreement early as of the Termination Date.

This Letter shall legally bind and inure to the benefit of the successors and assigns of the parties. Any inconsistencies between this Letter and the Agreement shall be governed by this Letter. This Letter will be governed by, subject to and construed in accordance with the laws of the State of Delaware. If any portion of this Letter is deemed to be invalid, the balance of the Letter will remain in force as if such invalid portion was not contained herein.

Please execute both this and the enclosed copy of this Letter and forward them to me. I will obtain the appropriate signatures and send you a fully executed original.

If you have any questions, please contact me at 302.432.6058.

Sincerely,



**Lance L. Layton**  
**Vice President**  
**FIA Card Services, N.A.**

ACCEPTED AND AGREED:

DELTA MU DELTA HONOR  
SOCIETY

BY: R.L. Sosnowski  
NAME: R.L. SOSNOWSKI  
TITLE: EXEC DIRECTOR  
DATE: 4/12/11

ACCEPTED AND AGREED:

FIA CARD SERVICES, N.A.

BY: [Signature]  
NAME: CHRISTIAN HAWENSWIT  
TITLE: SVP  
DATE: 4/20/11