

## AGREEMENT

This Agreement entered into between MARYLAND BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA"), and International Chiropractors Association, a non-profit corporation having its principal place of business in Arlington, Virginia (hereinafter referred to as "ICA") and TRANS NATIONAL GROUP SERVICES, INC., a Delaware corporation with principal offices in Boston, Massachusetts (hereinafter referred to as "TNGS").

WHEREAS, MBNA designs and develops financial service programs.

WHEREAS, MBNA and TNGS market financial service programs to organizations such as ICA and its members; and

WHEREAS, MBNA shall administer the BusinessCard credit card program (hereinafter referred to as "BusinessCard") for the membership of the ICA; and

WHEREAS, the ICA desires to enter into this Agreement with MBNA and TNGS to endorse, sponsor and allow MBNA and TNGS to extend to the membership and other designated participants (the "Members") of the ICA the opportunity to participate in the BusinessCard Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, MBNA, TNGS, and the ICA mutually agree as follows:

1. ENDORSEMENT OF BUSINESSCARD PROGRAM

The ICA hereby endorse and will support and promote the BusinessCard Program to insure maximum participation by Members.

The term "Credit Card Services" shall include, but not be limited to, credit card programs, general bank card services, travel and entertainment card services.

2. ELEMENTS OF THE BusinessCard PROGRAM

Schedule "A" attached hereto and incorporated by reference herein sets forth the elements to be offered in the BusinessCard Program.

3. RIGHTS AND RESPONSIBILITIES OF THE ICA

(a) The ICA shall provide MBNA and TNGS, upon request, with current and updated mailing lists and mailing labels, free of charge, containing the names and mailing addresses of its Members, segmented by zip code or reasonable selected membership characteristics.

(b) The ICA shall permit MBNA and TNGS to solicit its individual Members by mail or otherwise for participation in the BusinessCard Program.

(c) The ICA agree that during the term of this Agreement and any extensions hereof it will not sponsor or endorse any Credit Card Services of any organization other than MBNA, nor license its trademark for any other Credit Card Services, nor sell, rent, assign or otherwise make available its mailing list for promoting any other Credit Card Services.

(d) The ICA shall have the right of prior approval of all advertising and solicitation materials submitted by MBNA and/or TNGS in conjunction with the BusinessCard Program, which approval shall not be unreasonably withheld, prior to mailing or distribution to its Members. ICA shall promptly review such materials and promptly notify MBNA and TNGS of its review.

(e) The ICA shall not communicate with Members regarding the BusinessCard Program without the prior approval of MBNA and TNGS which shall not be unreasonably withheld.

(f) Subject to all terms, conditions, and limitations contained in this Agreement, the ICA hereby grant to MBNA and TNGS a limited, non-exclusive license to use the logo, mark, and tradename of ICA (hereinafter referred to as "Tradenames"). The Tradenames shall be used only in conjunction with the BusinessCard Program, including the promotion thereof.

It is expressly understood that nothing contained herein shall prohibit the ICA from granting to other manufacturers a license to use the Tradenames in conjunction with the manufacturer of any other items or any other programs, except for any Credit Card Services.

The license granted hereunder to use the Tradenames in conjunction with the BusinessCard Program shall remain in effect for the duration of this Agreement and any extensions hereof.

The license granted hereunder to use the Tradenames shall not be assigned or transferred without prior written authorization of the ICA, which shall not be unreasonably withheld.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AND TNGS

(a) MBNA and TNGS shall design all advertising, solicitation, and promotional materials with regard to the BusinessCard Program. MBNA shall have the right of prior approval of all advertising and solicitation materials mailed by TNGS.

(b) TNGS and/or MBNA shall bear all costs of producing and mailing promotional material for the BusinessCard Program, including postage.

(c) MBNA shall make all credit decisions independent of any other party to this contract and shall provide the credit cards and related services pursuant to the implementation of the BusinessCard Program.

(d) MBNA and TNGS shall use the mailing list provided pursuant to this Agreement only in a manner consistent therewith, and shall not permit any other party to use such mailing lists for any other purpose. MBNA shall have the right to designate those persons on the mailing lists provided pursuant to Section 3(a) above to whom promotional material will be sent. Those persons designated by MBNA and TNGS not to receive promotional material may include, but not by limitation, those members who have been denied credit from previous mailings, and those members who reside in foreign countries or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistical conditions.

The ICA mailing lists are and shall remain the sole property of the ICA, except that nothing herein shall be construed as inconsistent with or contrary to the fact that once a Member has become a Customer of MBNA, the name and account information becomes a part of MBNA's own customer file, which shall not be subject to this Agreement, and will not imply or suggest an endorsement by ICA.

##### 5. RELATIONSHIP OF THE PARTIES

(a) It is agreed and understood that MBNA and TNGS are independent contractors and not agents or employees of each other or of the ICA. It is agreed and understood that the ICA is an independent contractor and not an agent or employee of MBNA or TNGS. Neither MBNA, TNGS nor the ICA shall have the power or

authority to bind or obligate the other in any manner or for any purpose to any third party. Without diminishing the foregoing, MBNA shall have final discretion with respect to the development, implementation, and amendment of the BusinessCard Program.

6. ROYALTIES

During the term of this Agreement, MBNA shall pay to ICA all Royalties set forth in Schedule B attached hereto and incorporated by reference herein.

7. CROSS INDEMNIFICATION

(a) The ICA will indemnify, defend, and save harmless MBNA and TNGS, their directors, offices, agents, and employees, from and against any and all loss, damage, liability, claims, or causes of action in any way resulting from the acts or omissions of the ICA, its directors, officers, agents, and employees, in connection with or in any way related to, the BusinessCard Program which is the subject of this Agreement.

(b) MBNA will indemnify, defend, and save harmless the ICA and TNGS, their directors, officers, agents and employees, from and against any and all loss, damage, liability, claims or causes of action in any way resulting from any acts or omissions of MBNA, its directors, officers, agents, and employees, in

connection with or in any way related to the BusinessCard Program which is the subject of this Agreement. The above stated obligations shall include, but shall not be limited to, any loss, damage, liability, claims, or causes of action under any state or federal consumer credit laws, including but not limited to the Federal Truth in Lending Act and the Equal Credit Opportunity Act. ICA and/or TNGS shall notify MBNA in an expedient fashion of any claims or complaints that ICA and/or TNGS receive that may result in MBNA's indemnification of ICA and/or TNGS.

(c) TNGS will indemnify, defend, and save harmless MBNA and the ICA, their directors, officers, agents and employees, from and against any and all loss, damage, liability, claims, or causes of action in any way resulting from any acts or omissions of TNGS, its directors, officers, agents, and employees, in connection with or in any way related to the BusinessCard Program which is the subject of this Agreement. The above stated obligations shall include, but shall not be limited to, any loss, damage, liability, claims, or causes of action under any state or federal consumer credit laws, including but not limited to the Federal Truth in Lending Act and the Equal Credit Opportunity Act. MBNA and/or ICA shall notify TNGS in an expedient fashion of any claims or complaints that MBNA and/or ICA receive that may result in TNGS's indemnification of MBNA and/or ICA.

8. RATES AND BENEFITS

MBNA reserves the right to make periodic adjustments and additions to the Annual Percentage Rate, Annual Fee, Miscellaneous Fees, and/or Benefits as outlined on Schedule A, and other terms and features of the MBNA products or services, to reflect variances in MBNA's cost of funds, related economic factors and overall benefit programs.

9. CONFIDENTIALITY OF AGREEMENT

MBNA, TNGS and the ICA hereby agree as an express term of this Agreement to maintain the confidentiality of the terms hereof and not to disclose such terms to the general public or any third party, including, but not limited to, from the date of execution below, any other affinity groups solicited by MBNA, or TNGS or any other bank, except by mutual written consent of both parties hereto provided, however, MBNA, TNGS and the ICA shall be permitted to disclose such terms to their accountants, their 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 9.

10. TERM OF AGREEMENT

(a) The initial term of this Agreement will be for a five (5) year period from the date hereof until 9/94 (the "Anniversary Date"). This Agreement will be automatically extended for successive two-year periods after the initial term,

or any extension thereof, unless any party gives written notice to the other parties at least ninety (90) days prior to the Anniversary Date or any extension thereof.

(b) The indemnification provided for in Section 7 of this Agreement and the confidentiality provided for in Section 9 of this Agreement shall survive any termination or expiration of this Agreement.

(c) MBNA and TNGS shall have the right to review and approve any notice of termination communicated by the ICA to the Members, said approval not to be unreasonably withheld. Upon termination or expiration of this Agreement, the ICA shall take no action with MBNA, TNGS or any third party to effect the removal of its identification from the cards or records of any Member participating in the Program prior to the expiration of said Member's card.

#### 11. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by, subject to, and construed according to the laws of the State of Delaware.

#### 12. WAIVER

The waiver or failure of any party to exercise in any aspect any right provided for in this Agreement shall not be deemed a waiver of any further or future rights hereunder.

13. AGREEMENT TO BE BOUND BY CONTRACT

This Agreement shall be binding not only upon the parties hereto, but also upon their successors or assigns; and the parties hereto agree for themselves and their successors or assigns, to execute any instrument and to perform any acts which may be necessary or proper to carry out the purpose of this Agreement.

14. SECTION CAPTIONS

The section captions as to contents of particular sections herein are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular sections to which they refer.

15. CONTRACT MODIFICATION

This Agreement cannot be modified or changed except by written agreement signed by the authorized officers of all parties (or their successors and assigns).

16. NOTICES

All notices and other communications relating to this Agreement shall be in writing and shall be deemed to have been given, made and received only upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to ICA:

International Chiropractors Association  
1110 North Glebe Road, Ste. 1000  
Arlington, VA 22201  
Attention: Ms. Betty Olt  
Director of Membership Services

(b) If to MBNA:

Maryland Bank, N.A.  
400 Christiana Road  
Newark, Delaware 19713  
Attention: Mr. John C. Richmond  
Vice President

(c) If to TNGS:

Trans National Group Services, Inc.  
855 Boylston Street  
Boston, Massachusetts 02116  
Attention: Mr. Steve Marcus  
Executive Vice President

Any addressee may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section 16 for the giving of notice.

17. TERMINATION

In the event of any breach or default by MBNA, TNGS or the ICA of any obligation under this Agreement, any other party, at its sole discretion, may cancel this Agreement by giving to the others sixty (60) days written notice provided that all parties have been permitted a reasonable opportunity to cure the breach or default. Any default under this Agreement except by MBNA shall not affect the removal of the ICA endorsement of MBNA herein.

If MBNA, TNGS or ICA become insolvent in that liabilities exceed assets, or are adjudicated insolvent, or are the subject of a bankruptcy proceeding, or take advantage of or are subjected to any insolvency act, or make an assignment for the benefit of creditors or are subject to any receivership, conservatorship or liquidation, or become subject to the supervisory powers vested in any governing person or body, then in such event, this Agreement shall forthwith terminate and the license herein granted, as well as all mailing lists referenced in Section 3(a) hereof, shall not constitute an asset or property in any such proceeding which may be assigned or which may accrue to any creditor or to any court or to any creditor appointed committee, receiver, or committee.

Upon expiration of the term of this Agreement or termination as otherwise provided, MBNA shall in a manner

consistent with Section 10(c) of this Agreement, immediately cease to use the Tradenames. MBNA agrees that upon such expiration or termination it will not claim any right, title or interest in or to the Tradenames which are the subject hereof.

18. SEVERABILITY

If any term, provision, or condition or any part thereof, 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 such term, provision or condition nor any other provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

19. MERGER AND INTEGRATION

This Agreement and the attached schedules contain the entire Agreement of the parties hereto with respect to the matters covered in the transactions contemplated hereby, and no other Agreement, statement or promise made by any party hereto, or by any employee, office agent or attorney of any party hereto, which is not contained herein, shall be valid and binding.

20. HEADINGS

The headings and subheadings contained in the titling of this Agreement are intended to be used for convenience only and shall not be used or deemed to limit any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates indicated below.

Dated this 30 day of Jan, <sup>1990</sup>~~1989~~.

ATTEST

BY: Billy Alt

ICA

BY: Ronald M. Hendrickson

TITLE: Executive Vice President

Dated this 15 day of FEB, <sup>1990</sup>1989.

ATTEST

BY: [Signature]

MARYLAND BANK, N.A.

BY: [Signature]

TITLE: Vice-President

Dated this 26 day of Feb, <sup>1990</sup>1989.

ATTEST

BY: ellen i. augusta

TRANS NATIONAL GROUP SERVICE

BY: [Signature]

TITLE: S.V.P.

F/F

**SCHEDULE A**

**RATES AND BENEFITS OF THE BUSINESSCARD PROGRAM**

**FOR THE ICA ASSOCIATION**

The BusinessCard Program is a credit card program offered as a special benefit of membership in the ICA.

By endorsing the BusinessCard Program, the ICA authorizes the offer of this unique Membership and Benefit service to its Members. The rates and benefits are subject to change upon prior notice to the ICA. If the change results in a higher Annual Percentage Rate or Annual Fee, the ICA Members shall be given the opportunity to reject the new rates and to pay their existing balance in accordance with the rates previously applied to the account.

- \* Card Offered: A MasterCard
  
- \* The initial Annual Fee of Card Account:
  - \$45 for the first card per year
  - \$25 for each subsequent card per year
  
- \* The Annual Percentage Rate shall be 18.9%.
  
- \* Finance Charge Applied to Purchases if Complete Bill is Paid When Due: None.

- \* Instant Loans and Cash Advances available at any bank offering this credit card service.
- \* The ICA name and logo will appear on the card for easy identification.
- \* Lines of credit from \$1,000 to \$25,000 offered to the ICA membership.
- \* Monthly Payments -- Standard minimum payment per month of 3% of the outstanding balance, or \$15, whichever is greater.
- \* Emergency Travel Service -- up to \$5,000 emergency cash and airline tickets wired to an ICA cardholder for pickup at Western Union or an eligible airport ticket counter in the event of a lost ICA MasterCard while traveling.
- \* MasterRental -- eliminates the out of pocket expense for additional insurance(s) when renting a car. This provides primary coverage for the full value of most cars.
- \* Up to \$500,000 of Travel Insurance, at no additional cost. Available to cardholder and immediate family members whenever travel arrangements are purchased on the ICA credit card.
- \* 24-Hour Toll-Free Travelers Message Center.

- \* Up to \$3,000 Lost Luggage Insurance whenever airline tickets are charged to the ICA credit card, at no additional cost.
- \* Toll-Free Wats Lines available to the ICA Members for service and billing questions, with extended service hours.
- \* Special Service Representatives.
- \* Cirrus ATM Network -- an international network of Automated Teller Machines permitting the ICA members to obtain cash advances and make credit line inquiries at over 42,000 locations.
- \* MasterAssist SM -- an international network of physicians, hospitals, legal advisors and administrative agents to provide emergency assistance to the ICA members while traveling abroad. Through MasterAssist, illness, injury, legal disputes, and lost or stolen documents need not be a troublesome while traveling abroad.

SCHEDULE B

ROYALTY ARRANGEMENT

During the term of the Agreement, or any extension thereof, MBNA will pay the ICA a Royalty calculated according to the following schedule:

1. \$4.00 for every card issued to a Member, plus
2. \$5.00 for each card renewed, for each year that the account is renewed, applicable Annual Fee is paid, and active charging privileges are in force.

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

F/F

**ADDENDUM TO  
THE INTERNATIONAL CHIROPRACTORS ASSOCIATION AGREEMENT**

THIS ADDENDUM, by and among INTERNATIONAL CHIROPRACTORS ASSOCIATION (the "ICA"), Trans National Group Services, Inc., a Massachusetts corporation ("TNGS"), and successor in interest to TRANS NATIONAL FINANCIAL SERVICES, INC., a Massachusetts corporation ("TNFS"), and MARYLAND BANK, N.A., a national banking association ("MBNA").

WHEREAS, ICA entered into an agreement as amended with TNFS and MBNA (the "Original Agreement");

WHEREAS, MBNA and TNGS will market a student program to the membership of the ICA.

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

1. The initial term of this Addendum shall be concurrent with the current term of the Original Agreement. Any extension of the Original Agreement shall extend this Addendum for a term concurrent with such extension.
2. MBNA hereby is and shall be designated as the exclusive financial institution (sometimes referred to as "Designated Lender") providing Financial Service Programs as provided for in the Original Agreement and this Addendum, for its initial term and each extension thereof.
3. MBNA shall be responsible for making all royalty payments to the ICA pursuant to the terms of the Original Agreement and when applicable, any subsequent Addendums, and for all administrative responsibilities in connection with the credit card and related financial service programs as set forth in the Original Agreement.
4. All materials, if any, prepared by ICA, related in any way to any aspect of the MemberCard Program shall be submitted to MBNA and/or TNGS for prior written approval.

Schedule A and Schedule B of the Original Agreement between ICA, TNFS and MBNA for the MemberCard Credit Card Agreement is hereby modified as follows:

During the term of this Agreement, or any extension thereof, MBNA will pay INTERNATIONAL CHIROPRACTORS ASSOCIATION a Royalty calculated according to the following schedule:

1. \$1.00 for every student MasterCard Account opened by an ICA student.
2. \$6.00 for every student MasterCard Account renewed, for each year that each such account is renewed, applicable fee is paid, and active charging privileges are in force.
3. The student MasterCard shall be issued free for the first year to students of ICA. Thereafter the student card will be \$20.00.
4. The Annual Percentage Rate will be 18.9%

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this Addendum under seal as of the date first above written.

INTERNATIONAL CHIROPRACTORS ASSOCIATION

Dated this     day of  
December, 1989

By: James M. Henderson

Title: ICA Executive Vice President 1/8/90

MARYLAND BANK N.A.

Dated this <sup>12</sup> day of  
~~December, 1989~~

By: Robert P. Miller

Title: Vice President

FEB 1990

TRANS NATIONAL GROUP SERVICES

Dated this <sup>20</sup> day of  
December, 1989

By: [Signature]

Title: Senior Vice President Financial Services

February 1990

## LICENSE AGREEMENT

This License Agreement is entered into this 1st day of August, 1994, 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 INTERNATIONAL CHIROPRACTIC ASSOCIATION, a nonprofit corporation having its principal place of business in Arlington, VA (hereinafter referred to as the "ICA").

WHEREAS, MBNA America, ICA and Trans National have entered into certain financial service agreements, as amended, (collectively, "Original Agreement"); and

WHEREAS, TNFS Limited Partnership, the successor in interest to Trans National, has assigned all of its right, title and interest in the Original Agreement to MBNA America and MBNA America has accepted said assignment;

WHEREAS, TNFS Limited Partnership is no longer a party to the Original Agreement; and

WHEREAS, MBNA America and ICA desire to continue their relationship with respect to MBNA America's use of ICA's name, logo, service marks and trade names pursuant to this Agreement.

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

### **1. DEFINITIONS**

When used in this License Agreement:

a. "Agreement" means this License Agreement and Schedules A and B, attached hereto and incorporated herein by reference.

b. "Anniversary Date" means the end of business on the 1st day of August, 1999, or the end of business on 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.

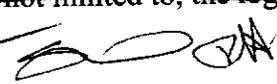
d. "Financial Services" includes but is not limited to credit card programs, revolving loan programs, bank card services, travel and entertainment card services, deposit services and long distance calling card services.

e. "Member" means a member of ICA, including, but not limited to, members of ~~APPM~~, ~~members of APRS and members of ASP ("Student Members")~~, plus other participants mutually agreed to by ICA and MBNA America ~~from time to time~~.

  
ICA ✓

f. "Program" means those programs and services of the Financial Services that MBNA America agrees to offer from time to time to the Members.

g. "Royalties" means the royalties set out on Schedule B, attached hereto and incorporated herein, payable by MBNA America to ICA in exchange for ICA's licensing to MBNA America the right to use ICA's Trademarks.

h. "Trademarks" means any logo, service mark, trade name or trademark of ICA or acquired by ICA during the term of this Agreement, ~~including, but not limited to, the logos, service marks, trade names or trademarks of ASP, APPM and APRS.~~ 

## **2. ROYALTIES FOR LICENSING OF RIGHT TO USE TRADEMARKS**

a. In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate ICA with the Royalties generated thereby. MBNA America agrees and intends that the Royalties payable to ICA are based exclusively upon MBNA America's right to use the Trademarks in accordance with the terms of this Agreement and not upon any other right or consideration, if any, given by ICA to MBNA America.

b. ICA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. ICA hereby grants MBNA America a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof by MBNA America. This license shall be transferred upon a permitted assignment of this Agreement. This limited, exclusive license shall remain in effect for the duration of this Agreement and shall apply to the trademarks of any successor corporation or organization of ICA.

c. If not already in MBNA America's possession, ICA shall furnish MBNA America with a completed Internal Revenue Service Form W-9 as soon as practicable following the execution of this Agreement, but in no event more than thirty (30) days following the execution of this Agreement. ICA agrees that any Royalties accruing prior to the date ICA furnishes a completed Internal Revenue Service Form W-9 will be paid to ICA only after ICA furnishes such Form W-9 to MBNA America.

## **3. RIGHTS AND RESPONSIBILITIES OF ICA**

a. ICA agrees that during the term of this Agreement and any extension, ICA will not sponsor, aid, advertise, endorse or develop any Financial Services offered by any entity other than MBNA America. ICA shall not license the Trademarks or permit any other entity to use the Trademarks in relation to or for promoting Financial Services offered by an entity other than MBNA America. ICA further agrees that during the term of this Agreement, ICA publications shall not carry advertisements for any Financial Services offered by an entity other than MBNA America.

b. ICA authorizes and allows MBNA America at its expense to solicit its Members in person or by mail, direct promotion, advertisements, and/or telephone for participation in the Program during the term of this Agreement. MBNA America may use the Trademarks in the promotion of the Financial Services in such solicitations.

c. ICA shall have the right to approve, which approval shall not be unreasonably withheld or delayed, all Program advertising and solicitation materials to be used by MBNA America in the Program which contain the Trademarks or the endorsement of ICA.

d. ICA may 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 ICA.

e. Nothing stated in this Agreement prohibits ICA from granting to other persons or entities a license to use the Trademarks on or in connection with any service or product other than Financial Services.

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

a. MBNA America shall design, develop, produce, promote and administer the Program for the Members. MBNA America may use any third party to assist it in the fulfillment of its obligations herein.

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 make all credit decisions and shall bear all credit risks, independent of ICA, with respect to an individual Customer's account with MBNA America.

#### **5. CROSS INDEMNIFICATION**

ICA and MBNA America (each individually the "indemnitor") will each indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors, and assigns (individually and together the "indemnified") from and against any and all loss, damage, liability, causes of action or claims, brought against the indemnified, and the costs incurred in connection therewith by the indemnified, which result from a breach of this Agreement by the indemnitor or the indemnitor's directors, officers, agents, or employees in connection with the performance of this Agreement. 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.

#### **6. RATES AND BENEFITS**

Except as otherwise provided in the Agreement, MBNA America reserves the right to make periodic adjustments to the interest rates, fees, terms or benefits of the Program. MBNA America shall inform ICA of such an adjustment. In the event the adjustment increases the fees or finance charges to be paid by the Customer, MBNA America shall 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.

## **7. CONFIDENTIALITY OF AGREEMENT**

MBNA America and ICA expressly agree that the terms of this Agreement shall remain confidential as of the execution of this Agreement, and will not be disclosed to the general public or any third person, except by mutual written consent. However, MBNA America and ICA shall be permitted to disclose such terms to their accountants and their legal, financial and marketing advisors as necessary for the performance of their respective duties, provided that said advisors agree to be bound by the provisions of this Section 7, or as required by law.

## **8. TERM OF AGREEMENT**

The initial term of this Agreement will be for a five (5) year period beginning on the 1st day of August, 1994 and expiring at the end of business on the 1st day of August, 1999. This Agreement will be automatically extended on the Anniversary Date for successive two (2) year periods, unless notice is received of nonrenewal within ninety (90) days prior to the end of the initial term or any two (2) year extension thereof.

## **9. 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.

## **10. TERMINATION**

a. In the event of any material breach or default of this Agreement by MBNA America or ICA, the other party may, in its sole discretion, cancel this Agreement by giving thirty (30) days written notice to the defaulting party, provided that the defaulting party has been given sixty (60) days to cure the default. In the event that any other agreement between the parties terminates, either party may terminate this Agreement upon giving the other party at least thirty (30) days prior written notice.

b. If either MBNA America or ICA become insolvent in that its liabilities exceed its assets, or are adjudicated insolvent, or take advantage of or are subject to any insolvency proceeding, or make an assignment for the benefit of creditors or are subject to receivership, conservatorship, or liquidation this Agreement shall immediately terminate. The license of the right to use the Trademarks granted by this Agreement shall not constitute assets or property of MBNA America in such proceeding that may be assigned or that may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

c. Upon termination or expiration of this Agreement, ICA shall not take any action with MBNA America or with any other person to cause the removal of ICA's Trademarks from the credit card devices or records of any Customer prior to the expiration date of the Customer's credit card device. 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 ICA to the Members. Except as provided above, MBNA America shall cease to use the Trademarks upon the termination or expiration of this Agreement, and all other rights and responsibilities under this Agreement, except for the rights set forth above in Sections 5, 7 and this Section 10(c), terminate upon the termination or expiration of this Agreement.

## **11. MISCELLANEOUS**

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

b. 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.

c. The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement. The recitals to this Agreement are incorporated herein by reference.

d. 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.

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

i) If to ICA:

International Chiropractic Association  
Jody Hunter  
Membership Director  
1110 North Glebe Road, Suite 1000  
Arlington, VA 22201

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.

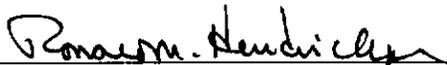
f. This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations, or discussions, oral or written, made by either party or its employees, officers, or agents shall be valid and binding, including, but not limited to, any agreement signed by ICA.

g. It is agreed and understood between MBNA America and ICA that there is no intent to create a joint venture or a partnership between them and neither MBNA America or ICA are agents, representatives, or employees of the other but are independent contractors.

h. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than ICA 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 date indicated above and warrant that they are authorized representatives for purposes of signing this Agreement.

**INTERNATIONAL CHIROPRACTIC ASSOCIATION**

By:   
Name: Ronald M. Hendrickson  
Title: Executive Director

**MBNA AMERICA BANK N.A.**

By:   
Name: Sandra D. Harrison  
Title: Executive Vice President

## SCHEDULE A

### **TERMS AND FEATURES OF CREDIT AND DEPOSIT SERVICES**

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:

#### A. CREDIT CARD ACCOUNTS

- 1) There is NO Annual Fee for the first year.
- 2) The Annual Fee when applied is:     \$40.00 Gold Credit Card Account  
   \$20.00 Preferred Credit Card Account
- 3) The current Annual Percentage Rate for non-Student Members will be a fixed rate of 18.9% or a variable rate of prime plus 9.9%. The current Annual Percentage Rate for Student Members will be a fixed rate of 18.9%, or a variable rate of prime plus 10.9%. 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. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
- 4) Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. GOLD RESERVE ACCOUNTS

- 1) There is NO Annual Fee for the first six months for the Members.
- 2) The Annual Fee for the second six (6) months, when applied, is \$7.50.
- 3) Thereafter the Annual Fee, when applied, is \$15.00.
- 4) The current Annual Percentage Rate is 18.9%.

#### C. GOLD OPTION ACCOUNTS

- 1) There is NO Annual Fee for the Members.
- 2) The current Annual Percentage Rate is 15.9%.

D. MONEY MARKET DEPOSIT ACCOUNT ("MMDA")

- 1) Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- 2) 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.
- 3) Customers may write up to three (3) checks per statement cycle.
- 4) Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

E. CERTIFICATE OF DEPOSIT ACCOUNT ("CD")

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

F) MONEY MARKET DEPOSIT & CERTIFICATE OF DEPOSIT ACCOUNT

- 1) All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- 2) 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.
- 3) A minimum deposit of at least \$2,500 is required to establish each account.
- 4) MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America.

## SCHEDULE B

### ROYALTY SCHEDULE FOR CREDIT AND DEPOSIT SERVICES

During the term of this Agreement, or any extension thereof, MBNA America will pay ICA a royalty calculated according to the following schedule, for those accounts with active charging privileges:

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

#### A. CREDIT CARD ACCOUNTS

\* \$0.80 for every new credit card account opened by a Member pursuant to the Program, which remains open for at least ninety (90) days (each a "Credit Card Account").

\* \$6.10 per each for each year a Credit Card Account is renewed and an Annual fee is paid by a Customer or, if no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America) then such compensation will be paid for each Credit Card Account that remains open and active for a twelve (12) consecutive month period following the opening date of the account or the date such Royalty last accrued.

#### B. GOLD RESERVE/REVOLVING LOAN ACCOUNTS

\* \$0.50 (fifty cents) for each Gold Reserve account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "Gold Reserve Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

\* 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.

\* \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Reserve Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

#### C. GOLD OPTION/REVOLVING LOAN ACCOUNTS

\* \$0.50 (fifty cents) for each Gold Option account opened pursuant to the Program which remains open for ninety (90) consecutive days (each a "Gold Option Account"). This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

\* 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account which remains open with active charging privileges in force throughout the same calendar year. This royalty will be paid within sixty (60) days of the calendar year end.

\* \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

D. MONEY MARKET DEPOSIT AND CERTIFICATE OF DEPOSIT ACCOUNT

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

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

\* If the Original Agreement expires or is otherwise terminated or if the license for this Program expires or is otherwise terminated, MBNA America shall continue to pay ICA compensation as otherwise provided herein for a period of twelve (12) months after the date of termination or expiration, provided that ICA does not endorse another product similar to the MMDA or the CD products. Thereafter, MBNA America shall have no further obligation to pay any compensation with respect to deposits under the Program.

## SERVICES AGREEMENT

This Services Agreement is entered into this 1st day of August, 1994, by and between MBNA AMERICA BANK, NA, a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and the International Chiropractic Association, a nonprofit corporation having its principal place of business in Arlington, VA (hereinafter referred to as the "ICA").

WHEREAS, MBNA America, ICA and Trans National have entered into certain financial service agreements, as amended, (collectively, "Original Agreement"); and

WHEREAS, TNFS Limited Partnership, the successor in interest to Trans National, has assigned all of its right, title and interest in the Original Agreement to MBNA America and MBNA America has accepted said assignment;

WHEREAS, TNFS Limited Partnership is no longer a party to the Original Agreement; and

WHEREAS, MBNA America and ICA desire to continue their relationship with respect to MBNA America's use of ICA's mailing list pursuant to this Agreement.

NOW, THEREFORE, MBNA America and ICA mutually agree as follows:

### 1. DEFINITIONS

When used in this Services Agreement:

- a. "Agreement" means this Service Agreement and Schedule A which is attached hereto and incorporated herein.
- b. "Anniversary Date" means the 1st day of August, 1999, or the final day of the term of any extension of this Agreement, whichever occurs later.
- c. "Financial Services" includes, but is not limited to, credit card programs, revolving loan programs, bank card services, deposit services, travel and entertainment card services and long distance calling card services.
- d. "Mailing Lists" means the information contained in current and updated lists, magnetic tapes (in a format designated by MBNA America), and/or labels containing names, postal addresses, and telephone numbers of Members segmented by reasonably selected membership characteristics.
- e. "Member" means a member of ICA, plus other participants mutually agreed to by ICA and MBNA America from time to time.

f. "Fees" means the fee, set out on Schedule A attached hereto and incorporated herein payable by MBNA America to ICA in exchange for ICA's licensing to MBNA America of the right to use the Mailing List.

2. FEES FOR RIGHT TO USE MAILING LISTS

a. In exchange for ICA permitting MBNA America access to and the right to use the Mailing Lists in accordance with the terms of this Agreement, MBNA America agrees to pay ICA Fees.

b. ICA shall provide MBNA America with current and updated Mailing Lists in exchange for MBNA America's payment to ICA of the Fee required by Section 2(a) above.

c. If not already in MBNA America's possession, ICA shall furnish MBNA America with a completed Internal Revenue Service Form W-9 as soon as practicable following the execution of this Agreement, but in no event more than thirty (30) days following the execution of this Agreement. ICA agrees that any Fees accruing prior to the date ICA furnishes a completed Internal Revenue Service Form W-9 will be paid to ICA only after ICA furnishes such Form W-9 to MBNA America.

3. RIGHTS AND RESPONSIBILITIES OF ICA

a. ICA agrees that during the term of this Agreement and any extension, ICA will not sell, rent or otherwise make the Mailing Lists, or information about its current or potential Members, available to any person or entity for the purpose of such person or entity providing Financial Services.

b. Nothing stated in this Agreement prohibits ICA from granting to other persons or entities access to and the right to use the Mailing Lists in conjunction with any service or product other than for the purpose of such persons or entities providing or promoting Financial Services.

4. RIGHTS AND RESPONSIBILITIES OF MBNA

a. MBNA America shall have the right to access and use the information contained in the Mailing Lists for the purpose of promoting and soliciting Members for MBNA America's Financial Services, which shall include the right to copy and regenerate the Mailing Lists in new forms, but only so long as such access and use is consistent with this Agreement.

b. MBNA America shall use its best efforts not to permit any person or entity handling or accessing the information contained in a Mailing List to use it for any purpose not specifically permitted by this Agreement. MBNA America may use any third party to assist it in using the Mailing Lists as permitted in this Agreement.

c. MBNA America shall not be required to use every Member name it receives under its right to access and right to use the information contained in the Mailing Lists. MBNA America shall have the right to exclude Members from its promotional activities. MBNA America may choose to exclude a Member from its promotional activities based on factors including, without limitation,

the following factors: (i) the appropriateness of the products offered; (ii) Members who have been denied credit from previous mailings; (iii) Members who reside in a foreign country; and (iv) Members who reside in states where credit card solicitations are prohibited by law or are subject to prohibitive legal or logistic conditions.

d. The Mailing Lists are and shall remain the sole property of ICA. MBNA America shall not license, sell, lease, exchange, disclose, or otherwise transfer in any manner the names, addresses, and/or telephone numbers that MBNA America receives from, the Mailing Lists in a manner that is inconsistent with this Agreement. Notwithstanding the above, 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 ICA.

#### 5. CROSS INDEMNIFICATION

ICA and MBNA America (each individually the "indemnitor") will each indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors, and assigns (individually and together the "indemnified") from and against any and all loss, damage, liability, causes of action or claims, brought against the indemnified party, and the costs incurred in connection therewith by the indemnified, which result from a breach of this Agreement by the indemnitor or the indemnitor's directors, officers, agents, or employees in connection with the performance of this Agreement. 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.

#### 6. CONFIDENTIALITY OF AGREEMENT

MBNA America and ICA expressly agree that the terms of this Agreement shall remain confidential and will not be disclosed to the general public or any third person, except by mutual written consent. However, MBNA America and ICA shall be permitted to disclose such terms to their accountants and their legal, financial, and marketing advisors as necessary for the performance of their respective duties, provided that said advisors agree to be bound by the provisions of this Section 6, or as required by law.

#### 7. TERM OF AGREEMENT

The initial term of this Agreement will be for a five (5) year period beginning the 1st day of August, 1994 and expiring at the end of business on the 1st day of August, 1999. This Agreement will be automatically extended on the Anniversary Date, for successive two-year periods unless notice is received of nonrenewal within ninety (90) days prior to the end of the then current term.

#### 8. 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 the State of Delaware.

9. TERMINATION

a. In the event of any material breach or default of this Agreement by MBNA America or ICA, the other party may, in its sole discretion, cancel this Agreement by giving thirty (30) days written notice to the defaulting party, provided that the defaulting party has been given sixty (60) days to cure the breach or default. In the event that any other agreement between the parties terminates, either party may terminate this Agreement upon giving the other party at least thirty (30) days prior written notice.

b. If either MBNA America or ICA become insolvent in that its liabilities exceed its assets, or are adjudicated insolvent, or take advantage of or are subject to any insolvency proceeding, or make an assignment for the benefit of creditors or are subject to receivership, conservatorship, or liquidation this Agreement shall immediately terminate. The license of the right to access and the right to use the Mailing lists granted by this Agreement shall not constitute assets or property of MBNA America in such proceeding that may be assigned or that may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

c. MBNA America's right to access and right to use the Mailing Lists shall immediately cease upon the termination or expiration of this Agreement, and all other rights and responsibilities under this Agreement, other than the provisions of Sections 5, 6, and this 9(c), terminate upon the termination or expiration of this Agreement. 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 ICA to the Members. MBNA America agrees that upon such termination or expiration it will not claim any right, title, or interest in or to the right to access or right to use the Mailing Lists and will immediately return to ICA all Mailing Lists in its possession or under its control.

10. MISCELLANEOUS

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

b. 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.

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

d. 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.

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

(i) If to ICA:

International Chiropractic Association  
Jody Hunter  
Membership Director  
1110 North Glebe Road, Suite 1000  
Arlington, VA 22201

(ii) If to MBNA America:

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

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

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

f. 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, including, but not limited to, any agreement signed by ICA.

g. It is agreed and understood between MBNA America and ICA that there is no intent to create a joint venture or a partnership between them and neither MBNA America or ICA are agents, representatives, or employees of the other but are independent contractors.

h. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than ICA 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 date indicated above and warranted that they are authorized representatives.

INTERNATIONAL CHIROPRACTIC ASSOCIATION

By: Ronald M. Hendrickson  
Name: Ronald M. Hendrickson  
Title: Executive Director

MBNA AMERICA BANK, N.A.

By: Terrance R. Flynn  
Name: Terrance R. Flynn  
Title: Sr. Executive Vice President

## Schedule A

### I. FEE ARRANGEMENT FOR CREDIT SERVICES

During the term of this Agreement, or any extension thereof, MBNA America will pay ICA Fees calculated according to the following schedule, for those accounts with active charging privileges:

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

#### A. CREDIT CARD ACCOUNTS

\* \$0.20 for every new credit card account opened by a Member pursuant to the Program, which remains open for at least ninety (90) days (each a "Credit Card Account").

\* \$0.90 per each for each year a Credit Card Account is renewed and an Annual fee is paid by a Customer or, if no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America) then such compensation will be paid for each Credit Card Account that remains open and active for a twelve (12) consecutive month period following the opening date of the account or the date such Fee last accrued.



MBNA Marketing Systems, Inc.  
800 Connecticut Avenue, N.W.  
Washington, D.C. 20006

(202) 833-5400

April 13, 1995

Jody Hunter  
Membership Director  
International Chiropractors Association  
1110 North Glebe Road, Suite 1000  
Arlington, VA 22201

Dear Ms. <sup>Jody</sup>Hunter:

As you are aware, we have recently enhanced the 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 per account has not been changed. This new calculation will be effective for all of your accounts as of April 1, 1995, 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 offer this enhancement, we need you to countersign and return this letter, keeping a copy for your records. If you would like to discuss any aspect of our program, I hope you will not hesitate to call.

Sincerely,

Ellen J. Hahn  
Assistant Vice President

International Chiropractors Association

Signature

Prof  
9/5/91

TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 8<sup>th</sup> day of November 2000 by and between International Chiropractors Association ("ICA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ICA 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 ICA; and

WHEREAS, ICA and MBNA America mutually desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ICA 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 August 31, 2006. 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. 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.

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.

INTERNATIONAL CHIROPRACTORS ASSOCIATION

MBNA AMERICA BANK, N.A.

By: Ronald M. Hendrickson  
 Name: Ronald M. Hendrickson  
 Title: Executive Director  
 Date: Jan 4, 2001

By: Elizabeth Hershey-Loss  
 Name: Elizabeth Hershey-Loss  
 Title: SEVP  
 Date: 3/7/01

**TRAVEL REWARDS ADDENDUM  
TO THE INTERNATIONAL CHIROPRACTORS ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 18<sup>th</sup> day of Feb, 2002, by and between INTERNATIONAL CHIROPRACTORS ASSOCIATION ("ICA"), and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, ICA 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 ICA; and

WHEREAS, ICA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of ICA'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, ICA 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. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement (as hereinafter defined) opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now 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 Reward Enhancement to some or all of the persons included on the lists provided by ICA under the Agreement. The Reward Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. ICA agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of ICA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, ICA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. 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.

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 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.

INTERNATIONAL CHIROPRACTORS  
ASSOCIATION

By: Ronald M. Hendrickson

Name: Ronald M. Hendrickson

Title: Executive Director

Date: February 18, 2002

MBNA AMERICA BANK, N.A.

By: J. Hershey-Cross

Name: J. Hershey-Cross

Title: SEVP

Date: 4/6/02

## Attachment #1

### I. Reward 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. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay ICA a Royalty calculated as follows, for those 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 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.
- B. \$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 MBNA America (other than as a result of a courtesy waiver by MBNA America), 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.
- 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 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 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 Reward Credit Card Account.

## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1<sup>st</sup> day of October, 2008 ("Effective Date") by and between International Chiropractors Association ("ICA"), and FIA Card Services, N. A. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, ICA and Bank are parties to a License Agreement dated as of August 1, 1994, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain lists provided to Bank by or on behalf of ICA; and

WHEREAS, ICA and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, ICA 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 current term of the Agreement is hereby extended to end on September 30, 2013. 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. The following definitions are hereby added to Section 1 of the Agreement as follows:

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

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

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

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

**"Gold Option Account"** means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program. Gold Option Accounts are not Revolving Consumer Accounts.

**“Gold Option GIP Account”** means a Gold Option Account opened pursuant to a GIP in which ICA complies with the GIP provisions of this Agreement.

**“Gold Reserve Account”** means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program. Gold Reserve Accounts are not Revolving Consumer Accounts.

**“Gold Reserve GIP Account”** means a Gold Reserve Account opened pursuant to a GIP in which ICA complies with the GIP provisions of this Agreement.

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

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

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

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

4. Section 1(d) of the Agreement is hereby deleted in its entirety and replaced with a new Section 1(d) as follows:

“(d) **“Financial Services”** means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program, and any other financial service programs or products.”

5. 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 ICA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, *World Points*). Bank reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

6. ICA 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 ICA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

7. Section 2 of the Agreement is hereby amended by adding a new Section 2(d) as follows:

“(d) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion (“Impact”), then Bank may

notify ICA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after ICA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to ICA, upon ninety (90) days advance written notice."

8. Section 10 of the Agreement is hereby amended by adding a new Section 10(d) as follows:

"(d) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify ICA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after ICA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to ICA, upon ninety (90) days advance written notice."

9. The Agreement is hereby amended to include a new Section 12 as follows:

12. GROUP INCENTIVE PROGRAM

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

10. Schedule A of the Agreement is hereby deleted in its entirety.

11. Sections B and C of Schedule B of the Agreement are hereby deleted in their entireties and replaced with new Sections B and C as follows:

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.
3. \$20.00 (twenty dollars) for each Gold Reserve 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 Gold Reserve GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Reserve GIP Account will not qualify for any other opening-of-an-account Royalty.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.
3. \$20.00 (twenty dollars) for each Gold Option 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 Gold Option GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Option GIP Account will not qualify for any other opening-of-an-account Royalty.

12. Schedule B of the Agreement are hereby amended to include new Sections E through G as set forth on Attachment #1, attached hereto and made a part hereof.

13. The Travel Rewards Addendum dated as of February 18, 2002 is hereby deleted in its entirety.

14. 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 Services under the Agreement may be offered through Bank's affiliates.

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.

**INTERNATIONAL CHIROPRACTORS  
ASSOCIATION**

By: ICA  
Name: Maryoria Areane  
Title: Director, Mbrshp Svcs  
Date: DL-07-09

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

By: Sandra Wirt  
Name: SANDRA WIRT  
Title: SVP  
Date: 3/5/09

## ATTACHMENT #1

### E. GIP ACCOUNTS

\$20.00 (twenty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

### F. REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Reward Credit Card Account; and annual anniversary of the month in which the Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 2.50% (two and a half percent) 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 Reward Accounts (the "Finance Charges"). This payment will 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 (3) months. The sum of the Finance Charges assessed during each of the three (3) months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement will include only Finance Charges assessed during such month, and will exclude Finance Charges assessed on Reward Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are ten percent or more over the assigned credit line for such Reward Account.
4. \$20.00 (twenty 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.

#### G. EMERGING ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.