AGREEMENT

PHARMACEUTICAL FRATERNITY

This Agreement entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and KAPPA PSI a non-profit corporation having its principal place of business in Oklahoma City, Oklahoma (hereinafter referred to as "KAPPA PSI") and TRANS NATIONAL GROUP SERVICES, with principal offices in Boston, Massachusetts, doing business as TRANS NATIONAL FINANCIAL SERVICES (herein referred to as "TNGS"). There are no other parties or intended beneficiaries to this Agreement.

WHEREAS, MBNA America and TNGS design and develop financial service programs; and

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

WHEREAS, MBNA America shall administer the credit card program (the "MemberCard Program") for the membership of KAPPA PSI; and

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

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

1. ENDORSEMENT OF THE MEMBERCARD PROGRAM

The KAPPA PSI hereby endorses and will support and promote the MemberCard to insure maximum participation by Members.

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

2. ELEMENTS OF THE MEMBERCARD PROGRAM

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

3. RIGHTS AND RESPONSIBILITIES OF KAPPA PSI

(a) KAPPA PSI shall provide MBNA America 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 reasonably selected membership characteristics. KAPPA PSI shall provide lists free of charge for the MemberCard mailings. If there is any charge for labels, such costs will be deducted from the Royalties earned by KAPPA PSI.

(b) KAPPA PSI shall permit MBNA America and TNGS to solicit its individual members by mail, telemarketing, or otherwise, for participation in the MemberCard Program.

(c) KAPPA PSI agrees that during the term of this Agreement and any extensions hereof, it will not sponsor or endorse any other Credit Card Services of any organization other than MBNA America, 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) KAPPA PSI shall have the right of prior approval of all advertising, solicitation materials and telemarketing scripts submitted by MBNA America and/or TNGS to Members of KAPPA PSI or otherwise used by MBNA America and/or TNGS in conjunction with the MemberCard Program, which approval shall not be unreasonably withheld, prior to mailing or distribution to its members. KAPPA PSI shall promptly review such materials and promptly notify MBNA America and TNGS of its review.

(e) KAPPA PSI shall provide MBNA America and TNGS, upon request, with current and updated magnetic tapes free of charge, containing the names, phone numbers and mailing addresses of its Members, segmented by zip code or reasonably selected membership characteristics.

(f) KAPPA PSI shall not communicate with Members regarding the MemberCard Program without the prior approval of MBNA America and TNGS which shall not be unreasonably withheld.

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

It is expressly understood that nothing contained herein shall prohibit KAPPA PSI from granting to other manufacturers a license to use the Tradenames in conjunction with the manufacture 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 MemberCard 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 KAPPA PSI, which shall not be unreasonably withheld.

4. RIGHTS AND RESPONSIBILITIES OF MBNA America AND TNGS

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

(b) TNGS and/or MBNA America shall bear all costs of producing promotional material for the MemberCard Program.

(c) MBNA America 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 MemberCard Program.

(d) MBNA America 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 America shall have the right to designate in its sole discretion those persons on the mailing lists provided pursuant to Section 3. (a) above to whom promotional material will and will not be sent.

Those persons designated by MBNA America 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.

KAPPA PSI mailing lists are and shall remain the sole property of KAPPA PSI, 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 America, the name and account information becomes a part of

MBNA America's own customer file, which shall not be subject to this Agreement, and will not imply or suggest an endorsement by KAPPA PSI.

5. RELATIONSHIP OF THE PARTIES

It is agreed and understood that MBNA America and TNGS are independent contractors and not agents or employees of each other or of KAPPA PSI. It is agreed and understood that KAPPA PSI is an independent contractor and not an agent or employee of MBNA America or TNGS. Neither MBNA America, TNGS nor KAPPA PSI 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 as between MBNA America and TNGS, MBNA America shall have the final discretion with respect to the development, implementation, and amendment of the MemberCard Program.

6. ROYALTIES

During the term of this Agreement, MBNA America shall pay to KAPPA PSI all Royalties set forth in Schedule B attached hereto and incorporated by reference herein. KAPPA PSI shall supply a completed IRS W-9 form prior to the payment of any Royalty by MBNA America.

7. CROSS INDEMNIFICATION

(a) KAPPA PSI will indemnify, defend, and save harmless MBNA America and/or 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 the acts or omissions of KAPPA PSI, its directors, officers, agents and employees, in connection with or in any way related to, the MemberCard Program which is the subject of this Agreement.

(b) MBNA America will indemnify, defend, and save harmless KAPPA PSI and TNGS, its 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 America, its directors, officers, agents and employees, in connection with or in any way related to the MemberCard 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 Equal Credit Opportunity Act. KAPPA PSI and/or TNGS shall notify MBNA America in an expedient fashion of any claims or complaints that KAPPA PSI and/or TNGS receives that may result in MBNA America's indemnification of KAPPA PSI and/or TNGS.

(c) TNGS will indemnify, defend, and save harmless MBNA America and KAPPA PSI, 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 MemberCard 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 America and/or KAPPA PSI shall notify TNGS in an expedient fashion of any claims or complaints that MBNA America and/or KAPPA PSI receive that may result in TNGS's indemnification of MBNA America and/or KAPPA PSI.

8. RATE AND BENEFITS

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America products or services, to reflect variances in MBNA America's cost of funds, related economic factors and overall benefit programs. MBNA America shall, prior to such an adjustment, provide KAPPA PSI with thirty days prior written notice. In the event that the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, in

accordance with applicable law, give each Customer the required opportunity to reject the change and pay the existing balance under the prior terms.

9. CONFIDENTIALITY OF AGREEMENT

MBNA America, TNGS and KAPPA PSI 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 America or TNGS, or any other bank, except by mutual written consent of both parties hereto provided, however, MBNA America, TNGS, and KAPPA PSI 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 February 28, 1995 (the "Anniversary Date"). This Agreement will be automatically extended as of the Anniversary Date for successive two-year periods after the initial term, or any extension thereof, unless either party gives written notice to the other party 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 America and TNGS shall have the right to review and approve any notice of termination communicated by KAPPA PSI to the Members, said approval not to be unreasonably withheld. Upon termination or expiration of this Agreement, KAPPA PSI shall take no action with MBNA America, TNGS or any third party to cause 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 and shall be deemed for all purposes to be made and fully performed in 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 right 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. AGREEMENT 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 KAPPA PSI:

KAPPA PSI
College of Pharmacy-University of Oklahoma
Oklahoma City, Oklahoma 73190

ATTENTION: Mr. Robert Magarian, Executive Director

(b) If to MBNA America:

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

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

(c) If to TNGS:

TRANS NATIONAL FINANCIAL SERVICES
855 Boylston Street
Boston, Massachusetts 02116

ATTENTION: Mr. Al Tringali, Senior 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 America, TNGS or KAPPA PSI of any obligation under this Agreement, the 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 America shall not affect the removal of KAPPA PSI's endorsement from the MemberCard Program or other credit card services bearing the KAPPA PSI endorsement. Any uncured default under this Agreement by MBNA America shall not affect the removal of the KAPPA PSI endorsement from the MemberCard Program or other credit card services bearing the KAPPA PSI endorsement prior to the expiration of any and all issued credit cards.

If MBNA America or TNGS becomes 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 this Agreement or termination as otherwise provided, MBNA America shall in a manner consistent with Section 10 (c) of this Agreement, immediately cease to use the Tradenames. MBNA America 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 subheading 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.

KAPPA PSI

Dated this 16th day of February, 1990

By: Robert L. Magaman

Title: Executive Director

MBNA AMERICA BANK N.A.

Dated this 6 day of ~~February~~ March, 1990

By: [illegible]

Title: Vice President

TRANS NATIONAL GROUP SERVICES

Dated this 11 day of ~~February~~ March, 1990

By: [illegible]

Title: Senior Vice President Financial Services

SCHEDULE A

RATES AND BENEFITS OF THE MEMBERCARD PROGRAM

The MemberCard Program is a credit card program offered as a special benefit of membership in KAPPA PSI.

By endorsing MemberCard Programs, KAPPA PSI 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 KAPPA PSI. If the change results in a higher Annual Percentage Rate or Annual Fee, the KAPPA PSI 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.

GOLD MASTERCARD

* Card Offered: A Gold MasterCard

* There is NO Annual Fee the first year for KAPPA PSI members.

* Thereafter the Annual Fee of Card Account: $ 36.00 per year.

* Cost of Additional Card for another Family Member: None.

* The initial Annual Percentage Rate on Balances Financed: 16.9%

* 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.

* KAPPA PSI name and logo will appear on the card for easy identification.

* Line of credit from $5,000 to $15,000 offered to the KAPPA PSI membership.

* No Liability for KAPPA PSI members for unauthorized purchases on the KAPPA PSI credit cards, not even the $50 maximum allowed by Federal Law.

* Lost Credit Card Registration Service at no additional cost. KAPPA PSI members can register any credit cards in their possession, and if lost, MBNA America or its agent notifies all card issuers and orders replacement cards immediately.

* Up to two Payment Holiday Months. Each year, MBNA America may designate up to two months as Payment Holidays when no payment is due. (Finance Charges continue to accrue.)

* Flexible Repayments - option of either 12 payments per year or 10 payments per year, skipping selective vacation months, which will be set up by MBNA America.

* Monthly Payments - Standard Minimum payment per month of 3% of the outstanding balance, or $15, whichever is greater.

*Emergency Cash or Airline Tickets - In the event of a lost KAPPA PSI MasterCard while traveling, and subject to the accounts available credit, up to $5,000 emergency cash will be wired to an KAPPA PSI cardholder for pickup at Western Union or, if outside the continental United States, to a participating financial institution. Airline tickets may also be arranged for pick-up at an eligible airport ticket counter.

* Auto Rental Deductible Reimbursement - eliminates the out of pocket expense of up to the cost of the car for the deductible portion of collision insurance, when car rental is charged to the KAPPA PSI credit card. This is collision insurance deductible reimbursement at no additional cost.

* Up to $1,000,000 of Travel Insurance at no Additional cost, available to cardholder and immediate family members whenever travel arrangements are purchased on the KAPPA PSI credit card.

* 24-hour Toll-Free Travelers Message Center at no extra cost.

* Up to $3,000 Lost Luggage Insurance whenever airline tickets are charged to the KAPPA PSI credit card, at no additional cost.

* Toll-Free Wats Lines available to KAPPA PSI Members for service and billing questions, with extended service hours.

* Special Service Representatives.

* Optional GoldPlus Credit Life Insurance

* CIRRUS Network - an international network of Automated Teller Machines permitting the KAPPA PSI members to obtain cash advances and make credit line inquiries at over 10,000 locations.

* MasterAssist - an international network of physicians, hospitals, legal advisors and administrative agents to provide emergency assistance to the KAPPA PSI members while traveling abroad. Through MasterAssist, illness, injury legal disputes, and lost or stolen documents need not to be troublesome while traveling abroad.

* The benefits will be more fully stated in the benefit brochure sent to each Cardholder.

* The terms and conditions for each account will be governed by the Cardholder Agreement.

SILVER MASTERCARD

* Card Offered: A Silver MasterCard

* There is NO Annual Fee the first year for KAPPA PSI members.

* Thereafter the Initial Annual Fee of Card Account: $ 20.00 per year.

* Cost of Additional Card for another Family Member: None.

* The initial Annual Percentage Rate on Balances Financed: 16.9% for members and 17.9% for students

* 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.

* KAPPA PSI name and logo will appear on the card for easy identification.

* Line of credit from $500 to $15,000 offered to the KAPPA PSI membership.

* No Liability for KAPPA PSI members for unauthorized purchases on the KAPPA PSI credit cards, not even the $50 maximum allowed by Federal Law.

* Lost Credit Card Registration Service at no additional cost. KAPPA PSI members can register any credit cards in their possession, and if lost, MBNA America or its agent notifies all card issuers and orders replacement cards immediately.

* Up to two Payment Holiday Months. Each year, MBNA America may designate up to two months as Payment Holidays when no payment is due. (Finance Charges continue to accrue.)

* Flexible Repayments - option of either 12 payments per year or 10 payments per year, skipping selective vacation months, which will be set up by MBNA America.

* Monthly Payments - Standard Minimum payment per month of 3% of the outstanding balance, or $15, whichever is greater.

*Emergency Cash or Airline Tickets - In the event of a lost KAPPA PSI MasterCard while traveling, and subject to the accounts available credit, up to $5,000 emergency cash will be wired to an KAPPA PSI cardholder for pickup at Western Union or, if outside the continental United States, to a participating financial institution. Airline tickets may also be arranged for pick-up at an eligible airport ticket counter.

* Auto Rental Deductible Reimbursement - eliminates the out of pocket expense of up to $15,000 for the deductible portion of collision insurance, when car rental is charged to the KAPPA PSI credit card. This is collision insurance deductible reimbursement at no additional cost.

* Up to $300,000 of Travel Insurance at no Additional cost, available to cardholder and immediate family members whenever travel arrangements are purchased on the KAPPA PSI credit card.

* 24-hour Toll-Free Travelers Message Center at no extra cost.

* Up to $3,000 Lost Luggage Insurance whenever airline tickets are charged to the KAPPA PSI credit card, at no additional cost.

* Toll-Free Wats Lines available to KAPPA PSI Members for service and billing questions, with extended service hours.

* Special Service Representatives.

* The benefits will be more fully stated in the benefit brochure sent to each Cardholder.

* The terms and conditions for each account will be governed by the Cardholder Agreement.

SCHEDULE B

ROYALTY SCHEDULE

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

1. $1.00 for each gold MasterCard account opened by a Member, plus

2. $6.00 for each gold MasterCard account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force, plus

3. $1.00 for each silver MasterCard account opened by a Member, plus

4. $6.00 for each silver MasterCard account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force, plus

5. $1.00 for each student MasterCard account opened by a Member, plus

6. $6.00 for each student MasterCard account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force.

Payment for the above sections shall be made approximately 45 days after the end of each Calendar Quarter.

1-29-90

AMENDED AND RESTATED
AFFINITY AGREEMENT

This Agreement is entered into as of this 1st day of March, 2011 (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 Kappa Psi Pharmaceutical Fraternity, a non-profit corporation having its principal place of business in Richardson, Texas (including its Affiliates, collectively, the "Group"), for themselves and their respective successors and assigns.

WHEREAS, Group and Bank are parties to that certain affinity agreement between the parties as the same may have been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of Group; and,

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

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

The initial term of this Agreement will begin on the Effective Date and end on February 28, 2013. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. After the full initial term, either party may terminate this Agreement, without cause, with ninety (90) day written notice to the other party.

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

Kappa Psi Pharmaceutical Fraternity		**FIA Card Services, N.A.**	
By:	Johnny W. Porter	By:	Sandra S. Wirt
Name:	JOHNNY W. PORTER	Name:	SANDRA S. WIRT
Title:	Executive Director	Title:	SVP
Date:	12/10/10	Date:	12/28/10

Group Contact Information as pertaining to Schedule C, Section f(1):

Contact Name/Title	Mr. John Porter , Executive Director Kappa Psi Pharmaceutical Fraternity
Street:	2060 N. Collins Boulevard, Suite 128
City, State, Zip:	Richardson, Texas 75080
Fax Number:	
E-mail address:	centraloffice@kappapsi.org

1. USE OF BANK WEB PORTAL

(a) Subject to the terms of this Agreement, Bank will provide Group with access to Bank's affinity web portal ("Web Portal") containing Bank-designed advertising, solicitation, and promotional material for Group's use in marketing the Program.

(b) Group will only use materials provided by Bank in marketing the Program. All marketing materials generated by Bank for Group's marketing of the Program will be coded by Bank for tracking purposes. Marketing materials or inquiries from Members which do not contain or reference such coding will not be considered eligible for any Royalty.

(c) Group will not deviate from the approved materials for any Program marketing without the prior written approval of Bank.

(d) Bank has control over, in its sole discretion, the commencement and continuation of any marketing of the Program.

2. RIGHTS AND OBLIGATIONS OF GROUP

(a) Group agrees to use reasonable efforts to market the Program to Members using the materials provided on the Web Portal.

(b) Group agrees that during the term of this Agreement it will endorse the Program exclusively, and neither Group nor any Group Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the Group Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if Group sells any product or service, in connection with such sales, Group shall not favor any payment product or method of payment over any payment product or method of payment offered under the Program.

(c) Group will 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 Group.

(d) Any correspondence received by Group that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to Bank via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by Group will be paid by Bank.

(e) Group hereby grants Bank and its Affiliates an exclusive license to use the Group Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Group Trademarks, notwithstanding the transfer of such Group Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. Group will provide Bank all Group Trademark production materials (*e.g.*, camera ready art) required by Bank for the Program upon Bank's request. Nothing stated in this Agreement prohibits Group from granting to other persons a license to use the Group Trademarks in

conjunction with the providing of any other service or product, except for any Financial Service Products.

(f) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a Group Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(f). Group may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. Group shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any Group Trademark. Bank may use Program Trademarks that contain Group Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

(g) Group will advertise the Program, for the purpose of generating new accounts, in at least one prominent location within the internet site(s) of Group at no cost to Bank. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Group will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, Group will provide Bank with the ability to access any and all pages within the Group internet site(s), including without limitation any "members only" or other restricted access pages.

(h) Group will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Equal Credit Opportunity Act and the CAN-SPAM Act of 2003, with respect to any Program marketing. Group will comply with Bank's instructions and all applicable law concerning Program advertisements or links included by Group in emails sent to Members, including without limitation the CAN-SPAM Act.

(i) Group will complete an updated W-9 form and ACH form upon Bank's request. Bank will not pay Royalties until a W-9 Form and ACH Form or other IRS required form (e.g., W-8) is completed by Group and received by Bank.

3. <u>RIGHTS AND RESPONSIBILITIES OF BANK</u>

(a) Bank will maintain and administer the Program for the Members.

(b) Bank will design all advertising, solicitation, and promotional materials used in the Program.

(c) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of Group.

(d) Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Group.

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

(f) During the term of this Agreement, Bank will pay Royalties to Group. Except as otherwise provided in Schedule B, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.

4. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(b) Group 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 Group Trademarks to Bank for use as contemplated by this Agreement. Group will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the Group Trademarks license granted herein. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any Group Trademarks.

5. 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 and shall not be used for any purpose not related to the Program. 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 Group will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 5 by their Agents.

6. STATE LAW GOVERNING AGREEMENT

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

7. TERM/TERMINATION

(a) In the event of any material breach of this Agreement by Bank or Group, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within thirty (30) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate thirty (30) days after the Cure Period.

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

(c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 7(d) of this Agreement, cease to use the Group Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the Group Trademarks.

(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by Group or any Group Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, Group will allow Bank to continue to use the Group Trademarks on, and will not attempt to cause the removal of Group Trademarks from, any person's credit devices, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.

8. ADDITIONAL PROVISIONS

Schedules A, B and C are incorporated by reference.

Schedule A

DEFINITIONS

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

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

"**Agreement**" means this affinity agreement and Schedules A through C.

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

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

"**Financial Service Product**" means any credit card or charge card program.

"**Group Affiliate**" means any Affiliate of Group.

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

"**Information**" has the meaning ascribed to such word in Section 7.

"**Member**" means a member or customer of Group and/or other potential participants mutually agreed to by Group and Bank.

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

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

"**Royalties**" means the compensation set forth in Schedule B.

Schedule B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. $75.00 (seventy-five dollars) for each Credit Card Account opened, which remains open for at least sixty (60) consecutive days and which is utilized by the Customer within the first sixty (60) consecutive days of the Credit Card 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.

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 that: 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 (12) months.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

Schedule C

ADDITIONAL PROVISIONS

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

(b) The obligations in Sections 2(f), 2(h), 4(b), 5, 7(c), and 7(d) will survive the expiration or any earlier termination of this Agreement.

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

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

(e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.

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

(1) If to Group

(as specified on signature page)

(2) If to Bank:

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

ATTENTION: Contract Administration

Fax #: (302) 432-1821
E-mail : affinityteam@bankofamerica.com

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein , including, without limitation, the Original Agreement, if applicable. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that other agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, Group 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 Group. 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. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement.

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

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

(j) Group recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, Group agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that Group does not so conduct itself, Bank may terminate this Agreement, effective immediately.

(k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential. This section shall survive the termination or expiration of this Agreement.

(l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.

(m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

(n) No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.