

AGREEMENT

This Agreement is entered into between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America"), and MASSACHUSETTS MEDICAL SOCIETY, a Massachusetts corporation having its principal place of business in Waltham, Massachusetts (hereinafter referred to as "MMS").

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A.
- (b) "Anniversary Date" means March 31, 1997 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Credit Card Services" means credit card programs, revolving loan programs (Gold Reserve, Gold Option), general bank card services, and travel and entertainment charge card services. Participation in the Trans Media Program by MMS shall not be in violation of the Agreement. Also, MMS's participation in any travel, entertainment and/or charter travel programs shall not be in violation of this Agreement.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of MMS plus other participants mutually agreed to by MMS and MBNA America.
- (g) "Program" means those programs and services of the Credit Card Services MBNA America agrees to offer, and MMS agrees to accept, from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by MMS during the term of this Agreement.

2. AGREEMENT TO PROVIDE SERVICES

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

3. RIGHTS AND RESPONSIBILITIES OF MMS

- (a) MMS agrees that during the term of this Agreement and any extension, it does and will

continue to support and promote the Program and will not promote to the Members any Credit Card Services of any organization other than MBNA America. MMS will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Credit Card Services. MMS further agrees that during the term of this Agreement, the MMS Newsletter shall not carry endorsed advertisements for any other Credit Card Services that would by its content or construction express or imply an endorsement by MMS.

(b) Upon MMS's prior approval, which shall not be unreasonably withheld or delayed, MBNA America may solicit its Members by mail, advertisements and/or telephone for participation in the Program. Telephone solicitation shall not begin without the written authorization of MMS.

(c) MMS shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either MMS's Trademark or are sponsored by MMS, which shall not be unreasonably withheld or delayed. Prior to solicitation of, or mailing or distribution to its Members, MMS shall promptly review such materials and promptly notify MBNA America of its review. Program advertising and solicitation materials shall not be mailed or distributed without the prior approval of MMS. MMS shall make a good faith effort to complete its reviews in order to accommodate the schedules or other business needs of MBNA America as communicated to MMS. However, under no circumstances shall the failure of MMS to notify MBNA America in writing of its objection to the proposed materials within a designated time be deemed approval by MMS.

(d) Up to two (2) times per calendar year, MMS shall provide MBNA America with current and updated Mailing Lists free of charge for the purpose of the MMS Program. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by MMS. Any additional Mailing Lists shall be supplied upon the mutual agreement of the parties.

(e) Prior to dissemination of any advertisement, press release or other mass communication with Members or potential Members about the Program, MMS shall submit such advertisement, press release or other mass communication to MBNA America for its prior written approval, however, MMS may respond to an individual Member's inquiry, provided that said responses are accurate and consistent with the material provided by MBNA America to MMS.

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

(g) MMS shall provide MBNA America with a subscription without charge to The MMS Newsletter.

(h) Nothing in this Agreement shall pertain to any program offered by MMS to the MMS employees.

4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) Subject to Paragraph 3 (c), MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.
- (c) MBNA America shall bear all costs of producing and mailing materials (including postage), for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of MMS.
- (e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. All Mailing Lists provided to MBNA America under the terms of this Agreement shall be and remain the sole property of MMS. MBNA America shall use such Mailing Lists for the purposes of this Agreement only and shall not duplicate such Mailing Lists nor use the same or any part thereof for any other purposes except as provided in this Agreement, or as otherwise agreed by MMS. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of MMS.
- (f) 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 MMS.
- (g) MBNA America intends to use Kessler Financial Services, Limited Partnership, to assist in fulfilling its obligations under this Agreement.
- (h) During the term of this Agreement and any extension, MBNA America shall not solicit MMS Members for any MBNA America Physician's Credit Card Program.

5. ROYALTIES

During the term of this Agreement, MBNA America shall pay to MMS all Royalties set forth in Schedule A, attached and incorporated herein.

6. CROSS INDEMNIFICATION

MMS and MBNA America each will indemnify and hold harmless the other party, their directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by MMS or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision

includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party. The indemnifying party shall have the right to control the defense of any claim under this Section; provided, however, the other party may select and retain attorneys, accountants, independent contractors, agents, and employees and may direct those parties to investigate, resist and monitor any such claim. In no event shall either party be responsible for indirect or consequential damages of the other party.

7. RATES AND BENEFITS

(a) MBNA America reserves the right to make periodic adjustments to the Terms and Features, as defined in Schedule A, Section I, of the MBNA America Program. MBNA America shall inform MMS prior to such an adjustment with thirty (30) days prior written notice. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

(b) If MBNA America changes the Terms and Features for at least 50% of the other state Medical Societies with comparable Terms and Features and performance (i.e. delinquency and charge-off) to that of MMS, then MBNA America will adjust the applicable Term and/or Feature for MMS.

8. CONFIDENTIALITY OF AGREEMENT

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

9. TERM OF AGREEMENT

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a two (2) year period beginning 1 April 1995, 1995 until March 31, 1997. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive one-year periods unless either party gives written notice at least 60 (but not more than 180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

(b) MMS shall provide to MBNA America at least thirty (30) days in advance a written copy of any notice in connection with, relating to, or referring to the termination of this Agreement which will be communicated to the Members by MMS. Such notice shall be factually accurate. Upon termination or expiration of this Agreement, MMS shall not take action with MBNA America or any other person to cause the removal of MMS's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

(c) Upon expiration or termination of the Agreement, MBNA America shall cease to issue credit devices which bear the MMS Trademarks.

10. STATE LAW GOVERNING AGREEMENT

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

11. TERMINATION

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

(b) If either MBNA America or MMS becomes insolvent in that liabilities exceed assets, or are adjudicated insolvent, or are the subject of 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 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.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Sections 9 (b) and 13 of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

12. MISCELLANEOUS

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

(b) The obligations in Sections 6, 8, 9 (b), 9 (c) and 13 shall survive any termination or expiration of this Agreement.

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

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

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein, however, in the event that any such finding or holding shall materially affect either (or both) parties rights or obligations, under this

Agreement or otherwise, the affected party may terminate this Agreement upon thirty (30) days notice to the other party.

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

(i) If to MMS:

MASSACHUSETTS MEDICAL SOCIETY
1440 Main Street
Waltham, Massachusetts 02154

ATTENTION: Harry L. Greene, II, M.D.
Executive Vice President

Fax: (617) 893-9136

(ii) If to MBNA America:

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

ATTENTION: Mr. Richard K. Struthers
Senior Executive Vice President

Fax: (302) 453-2011

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

(g) This Agreement and the attached schedule contain the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement, provided that such third party is serving as an agent of MBNA America and is not a party to this Agreement.

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

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

13. TRADEMARKS

(a) Any and all use of the Trademarks under this Agreement shall inure to the sole and

exclusive benefit of MMS and MMS shall retain at all times during and after the term of this Agreement the entire benefit and good will arising out of the use of the Trademarks.

(b) MBNA America agrees to execute any documents which are reasonably necessary to protect the Trademarks or to register or otherwise defend MMS' rights to the Trademarks. MBNA America shall assist MMS with respect to any litigation or other proceeding relating to its Trademarks subject to reimbursement of MBNA America actual out-of-pocket expenses by MMS.

(c) Subject to the terms of Section 9 (b), upon termination of this Agreement all rights granted herein by MMS shall revert to MMS, and MBNA America shall immediately thereafter discontinue any use of the Trademarks in connection with the Program or Credit Card Services bearing the Trademarks which are owned or controlled by MBNA America as directed by MMS.

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

MASSACHUSETTS MEDICAL SOCIETY

Dated this _____ day of _____, 1995

By: Hayr. G. ... II
Title: Executive V.P.

MBNA AMERICA BANK N.A.

Dated this 2 day of _____, 1995

By: [Signature]
Title: Executive Vice President

SCHEDULE A

I. TERMS AND FEATURES

A. CREDIT CARD ACCOUNTS

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

- * There is NO Annual Fee.
- * The current Annual Percentage Rate for Members will be a fixed rate of 17.9%, or a variable rate of prime plus 7.9%. 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.
- * The current Annual Percentage Rate for Students 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.

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a Gold Reserve® (as such service mark may be changed by MBNA America, in sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

- * There is NO Annual Fee for the first six (6) months.
- * The Annual Fee for the second six (6) months, when applied, is \$10.00.
- * Thereafter the Annual Fee, when applied, is \$20.00.
- * The current Annual Percentage Rate is 17.9%.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a Gold Optionsm (as such service mark may be changed by MBNA America, in sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

- * There is NO Annual Fee.
- * The current Annual Percentage Rate is 13.9%.

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

II. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

* \$1.00 for every new Credit Card Account opened by a Customer of MMS, which remains open for at least ninety (90) days.

* \$1.00 for each Credit Card Account for which the annual fee is paid by a 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 Credit Card Account which : 1) has a balance other 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.

* 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

* \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.

* 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.

* \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

* \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.

* 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.

* \$2.00 for each Gold Option account renewed, for each year that such account is renewed, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

**ADDENDUM TO THE
MASSACHUSETTS MEDICAL SOCIETY AGREEMENT**

THIS ADDENDUM and Attachment #1 (the "Addendum") is entered into as of the 1 day of Oct, 1998, by and between Massachusetts Medical Society ("MMS") and MBNA AMERICA BANK, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, MMS and MBNA America are parties to an affinity agreement dated May 2, 1995 (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 MMS; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, MMS 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. Section 1(b) of the Agreement is hereby deleted in its entirety.

3. Section 1(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

1(d) "Credit Card Services" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs and travel and entertainment card programs. Participation in the Trans Media Program by MMS shall not be a violation of the Agreement. Also, MMS's participation in any travel, entertainment and/or charter travel programs shall not be a violation of this Agreement.

4. Section 1 of the Agreement is hereby amended by adding new subsections (i) and (j), which shall read as follows:

(i) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.

(j) "Royalties" means the compensation set forth in Attachment #1.

5. Section 9(a) of the Agreement is hereby amended to read in its entirety as follows:

The initial term of this Agreement will begin on April 1, 1995, and end on January 1, 2001. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

6. Effective 1st day of Oct, 1998, the Agreement is hereby amended by deleting Schedule A in its entirety and replacing it with Attachment #1. References to Schedule A in the Agreement shall heretofore be read to mean Attachment #1.

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

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

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

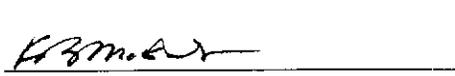
MASSACHUSETTS MEDICAL SOCIETY

By: 

Name: _____

Title: _____

MBNA AMERICA BANK, N.A.

By: 

Name: K. B. McEntee

Title: Senior Executive Vice President
11/14/98

ATTACHMENT #1

I. TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate for Members for Preferred and Gold Credit Card accounts will be a fixed rate of 17.9%, or a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
3. The current annual percentage rate for Members for Platinum Credit Card accounts will be a fixed rate of 17.4%, or a variable rate of prime plus 7.4%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
4. The current annual percentage rate for Students will be a fixed rate of 18.9%, or a variable rate of prime plus 10.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
5. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is 17.9%.

C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOptionSM (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.
2. The current annual percentage rate is 13.9%.

II. ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay MMS a Royalty calculated as follows, for those 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 and shall be made approximately 45 days after the end of each calendar quarter:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
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 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.
3. 0.50% (five tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.50% (five tenths of one percent) of all cash advance and cash equivalent transaction dollar volume generate by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions).

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.