

**NATIONAL SOCIETY OF COLLEGIATE SCHOLARS  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 12 day of Nov, 2002, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and NATIONAL SOCIETY OF COLLEGIATE SCHOLARS, a non-profit educational organization having its principal place of business at 1701 Pennsylvania Avenue, N.W., Washington, D.C. ("NSCS") for themselves, and their respective successors and assigns.

**1. DEFINITIONS**

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, and travel and entertainment card programs. This definition shall not include a card provided to Members to enable such Member to obtain a discount on merchandise provided such card does not include a credit feature or utilize the logo or any national payment system).
- (e) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means an undergraduate, graduate, or former student who is a member of NSCS and/or other potential participants mutually agreed to by NSCS and MBNA America.
- (g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by NSCS during the term of this Agreement.
- (j) "NSCS Affiliate" means any entity controlling, controlled by or under common control with NSCS.

## 2. RIGHTS AND RESPONSIBILITIES OF NSCS

- (a) NSCS is not responsible for advertising, promoting, or servicing the Program.
- (b) NSCS agrees that during the term of this Agreement it will not endorse any Financial Service Products of any organization other than MBNA America and that neither NSCS nor any NSCS Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or (until 180 days prior to the deadline for notice for renewal) discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; 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 MBNA America. Notwithstanding anything else in this Agreement to the contrary, NSCS may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by NSCS of said financial institution or the advertised Financial Service Product.
- (c) NSCS agrees to provide MBNA America with an introductory letter to its Members and such information as may be reasonably requested by MBNA America in connection with the Program.
- (d) NSCS authorizes MBNA America to solicit its Members by mail, direct promotion, internet, advertisements, e-mail and/or telephone for participation in the Program.
- (e) NSCS shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain a Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks requested by NSCS (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due NSCS. In the event such costs exceed Royalties then due NSCS, NSCS shall promptly reimburse MBNA America for all such costs.
- (f) Upon the request of MBNA America, NSCS shall provide MBNA America with the Mailing List free of any charge; provided, however, that NSCS shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that NSCS not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by NSCS or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due NSCS. NSCS shall provide the initial Mailing List, containing at least two hundred and fifty thousand (250,000) non-duplicate Member names (of persons at least eighteen years of age) as soon as possible but no later than thirty (30) days after NSCS's execution of this Agreement.

(g) NSCS shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval (such approval shall not be unreasonably withheld or delayed) except for current advertising and solicitation materials provided by MBNA America to NSCS. Notwithstanding the above, NSCS may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to NSCS. Any correspondence received by NSCS that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.

(h) NSCS hereby grants MBNA America and its affiliates a limited, exclusive license to use, but not rent or sell, the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. NSCS shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after NSCS's execution of this Agreement. Nothing stated in this Agreement prohibits NSCS from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

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

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

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of NSCS.

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

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of NSCS.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. Within forty-five (45) days of the termination of this Agreement MBNA America, if requested by NSCS, will return to NSCS or destroy all Mailing Lists in MBNA America's possession. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent including, without limitation, Members who have been denied credit from previous mailings or who reside in foreign countries or in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistical conditions. These Mailing Lists are and shall remain the sole

property of NSCS. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by NSCS.

(f) In conjunction with MBNA America's marketing of the Program, MBNA America (through its subsidiary MBNA Marketing Systems, Inc., or other affiliate, subsidiary or third party designated by MBNA America) will use commercially reasonable efforts to support NSCS educating the Cardholders about the risks and responsibilities associated with using a credit card as mutually agreed to by MBNA America and NSCS. Such education may include MBNA America providing supplemental educational materials to certain Cardholder, including information on the proper use of credit with marketing letters and/or brochures. MBNA will send a credit education brochure (currently titled, *Good Credit, Great Future and Importance of Maintaining Solid Credit*) to those Cardholders who identify themselves as a student currently enrolled in a college or university.

#### **4. REPRESENTATIONS AND WARRANTIES**

(a) NSCS and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

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

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

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

(iv) No consent, approval or authorization from any third party is required in connection with the 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) NSCS represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement and to provide the Mailing List(s) to MBNA America for the promotion of the Program. NSCS will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or

from the lawful and authorized use of any Mailing List(s) by MBNA America for the promotion of the program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

## **5. ROYALTIES**

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

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide NSCS with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

## **6. PROGRAM ADJUSTMENTS**

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

## **7. CONFIDENTIALITY OF AGREEMENT**

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

## **8. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on August 31, 2007. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

## **9. STATE LAW GOVERNING AGREEMENT**

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

## **10. TERMINATION**

- (a) In the event of any material breach of this Agreement by MBNA America or NSCS, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.
- (b) If either MBNA America or NSCS becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or NSCS takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.
- (d) 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 to be communicated by NSCS or any NSCS Affiliate to the Members. Such approval shall not be unreasonably withheld and MBNA America shall not object to assertions that are factual provided that such factual assertions are not subject to confidential treatment under this Agreement. Upon termination of this Agreement, NSCS shall not attempt to cause the removal of NSCS's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.
- (e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.
- (f) For a one (1) year period following the termination of this Agreement for any reason, NSCS agrees that neither NSCS nor any NSCS Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, NSCS may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by the NSCS

provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

#### 11. CUSTOMER LIST

(a) Each year during the term of the Agreement (provided that notice of a party's intention to termination the Agreement has not been given), MBNA America shall provide NSCS with a list of information (*e.g.*, names and addresses) about Customers as may be mutually agreed upon by the parties (hereinafter the "Customer List"). When used in this Addendum, the term "Customer List" includes any whole or partial copies or compilations of a Customer List in any form or any medium, any information derived solely from a Customer List, and all Customer Information, as hereinafter defined. Notwithstanding any provision of the Agreement, MBNA America shall not provide any Customer List or Customer Information otherwise required to be provided by it to NSCS, and may restrict any use by NSCS of any Customer List or Customer Information which is provided by MBNA America to NSCS, if MBNA America is prohibited from disclosing the same or permitting such use because of any law, regulation, bankwide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Customer request, or if the provision of such information or its intended use would create an additional regulatory compliance burden on MBNA America.

(b) NSCS shall return to MBNA America each Customer List, in the same form as received by NSCS within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, NSCS agrees that it shall: (i) immediately destroy and purge from all its systems all information within each Customer List to the extent that such information in any way relates to MBNA America, the Program or Credit Card Accounts ("Customer Information"); and (ii) return or destroy within thirty (30) days all Customer Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. All destruction of Customer Lists shall be done in strict accordance with MBNA America's then current destruction policy.

(c) Any Customer List provided to NSCS may contain "dummy" information (*e.g.*, names, account information, addresses, *etc.*) so that unauthorized use of a Customer List may be determined. This information will be unknown to NSCS. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when MBNA America establishes the following:

- (i) that MBNA America placed "dummy" information on the list (*e.g.*, name(s), account information, address(es), *etc.*);
- (ii) that the "dummy" information received any mailings which were sent or generated outside the scope of the permitted use of the Customer List; and
- (iii) that identical "dummy" information was not provided by MBNA America or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of MBNA America. NSCS expressly acknowledges and agrees that NSCS has no property right or interest whatsoever in any Customer List. NSCS shall hold all Customer Lists in strict and absolute confidence and shall not provide, trade, give away, barter, lend, send, sell or otherwise disclose (collectively "transfer") any Customer List and shall not make any copies of a Customer List of any type whatsoever except as expressly approved in a separate writing by MBNA America. At all times NSCS shall keep in confidence and trust all Customer Lists. NSCS further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and NSCS specifically but not by way of limitation agrees that no subcontractors and/or affiliates shall be transferred any Customer List unless agreed to in writing by MBNA America prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of MBNA America cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

(e) NSCS shall have no authority to use the Customer List for any purpose not expressly permitted by MBNA America in a separate writing. NSCS shall comply with any reasonable request of MBNA America with respect to security precautions to maintain the security of the Customer List. NSCS agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and MBNA America's instructions, as communicated by MBNA America to NSCS from time to time. NSCS shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of NSCS who need such access to perform their duties for NSCS. In view of the confidential nature of the Customer List, NSCS warrants that NSCS and all its employees, volunteers, agents and/or representatives who work with any Customer List shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Customer List, transfer any Customer List or make any other use of any Customer List other than as specifically approved by this Section.

(f) Because the nature of the Customer List makes an evaluation of damages after a violation of this Section impossible, then in the event that any Customer List is handled or used in a fashion that violates this Section by NSCS or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000.00) per breach. In addition, NSCS agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation by NSCS and/or its employees, volunteers, agents or representatives of this Section, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Section or the Agreement. Nothing herein shall be construed as prohibiting MBNA America from pursuing any other remedy on account of such breach or threatened breach.

(g) In the event NSCS receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, NSCS agrees to: (i) immediately notify MBNA America of the existence, terms and circumstances surrounding such request; (ii) consult with MBNA America

on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Customer List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Customer List to be disclosed which MBNA America designates.

## 12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(b), 7, 10(c), 10(d), 10(f), and 11 (other than MBNA America's obligation to provide a Customer List) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to NSCS:

NATIONAL SOCIETY OF COLLEGIATE SCHOLARS  
1701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006

ATTENTION: Mr. Stephen E. Loflin  
Executive Director

Fax #: 202-265-9200

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
Rodney Square  
Wilmington, Delaware 19884

ATTENTION: Mr. William P. Morrison  
Division President

Fax #: 302-432-0805

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, NSCS may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of NSCS. MBNA America will notify NSCS of any such assignment. MBNA American may utilize the services of any third party in fulfilling its obligations under this Agreement and shall be responsible for causing them to comply with this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.; therefore, upon choosing to use MBNA Marketing Systems, Inc., MBNA America is responsible and liable for ensuring that it complies with all applicable requirements of this Agreement.

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

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

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

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



## SCHEDULE A

### **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 will be a fixed rate of 14.99%.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

## SCHEDULE B

### **ROYALTY ARRANGEMENT**

During the term of this Agreement, MBNA America will pay NSCS a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for NSCS employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

#### **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. 0.40% (four 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. If upon termination or expiration of this Agreement, MBNA reissues a credit device that bears a Trademark for Credit Card Accounts, NSCS remains entitled to Royalties under the provisions set forth herein.

**TERM EXTENSION ADDENDUM  
TO THE NATIONAL SOCIETY OF COLLEGIATE SCHOLARS  
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of September, 2007 (the "Addendum Effective Date"), by and between National Society of Collegiate Scholars ("NSCS"), and FIA Card Services, N.A. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, NSCS and Bank are parties to an Affinity Agreement dated as of November 12, 2002, as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of NSCS; and

WHEREAS, NSCS and Bank mutually desire to extend the term of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, NSCS 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 August 31, 2012. 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. Section 1 of the Agreement is hereby amended by adding the following definitions:

**"Business Credit Card Account"** means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.

**"Deposits"** means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

**"Deposit Account"** means a consumer deposit account opened in response to marketing efforts made pursuant to the Program.

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

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

**"Emerging Credit Card Reward Enhancement"** means the loyalty reward Emerging Credit Card Account enhancement as provided through Bank and offered as part of the Program for Emerging Credit Card Reward Accounts. The Emerging Credit Card Reward Enhancement

may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

“**Gold Option Account**” means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

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

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

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

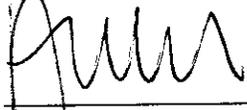
4. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new Schedule B, attached hereto and made a part hereof.

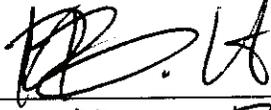
5. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank’s affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the Addendum Effective Date, 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.

**NATIONAL SOCIETY OF COLLEGIATE SCHOLARS**

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

By: 

By: 

Name: AMY M. STARKORN

Name: DAVID B. BOREN

Title: SENIOR DIRECTOR, OPERATIONS

Title: SUP

Date: 8/20/07

Date: 11-08-07

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay NSCS a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for NSCS employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

#### A. CONSUMER CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened.
2. \$3.00 (three dollar) for each consumer 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 consumer Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer 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)).

#### B. REWARD CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$3.00 (three dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the

annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.

3. 0.25% (twenty-five basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

#### C. EMERGING CREDIT CARD ACCOUNTS

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

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

#### D. EMERGING CREDIT CARD REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a

charge back request, or otherwise disputed. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.

2. \$1.00 (one dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Reward Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Emerging Credit Card Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Emerging Credit Card Reward Account may renew every twelve months after the opening of the account.

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

#### E. BUSINESS CREDIT CARD ACCOUNTS

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

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are quasi cash transactions (*e.g.*, the purchase of money orders, travelers checks, foreign currency, lottery tickets, casino chips, racetrack wagers, vouchers redeemable for cash or other items readily convertible into cash).

#### F. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

G. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

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

H. DEPOSIT ACCOUNTS

Deposits Royalty compensation provisions will only apply to deposit accounts and not to any other Financial Service Product. Except as set forth in this Section H, deposit accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Royalties will not be paid to BP on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with Section 2 below or otherwise.

1. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program and, subject to the rules of such savings program, will receive the Bank's standard savings match under such program.

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the Deposits Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit,

escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

## I. ROYALTY ADVANCE

1. Upon full execution of this Addendum, Bank shall pay to NSCS the sum of seventy-two thousand dollars (\$72,000), upon the first annual anniversary of the Addendum Effective Date Bank shall pay to NSCS the sum of forty-two thousand dollars (\$42,000), upon the second and third annual anniversary of the Addendum Effective Date, Bank shall pay to NSCS the sum of twenty-four thousand dollars (\$24,000), and upon the fifth annual anniversary of the Addendum Effective date, Bank shall pay to NSCS the sum of twenty-three thousand dollars (\$23,000) (each, an "Advance") not to exceed one hundred eighty-five thousand dollars (\$185,000), as an advance against future Royalties, subject to the provisions set forth below. NSCS will use two thousand dollars (\$2,000) of each Advance for Bank sponsorship of major Member events throughout the year. Certain Royalties accrued as agreed to by the parties in a separate writing, shall, in lieu of direct payment to NSCS, be applied against the Advances until such time as the Advances are fully recouped. Any Royalties accrued shall be paid to NSCS as set forth in this Agreement. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Advances to NSCS hereunder, and NSCS hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advances paid by Bank and the total amount of accrued Royalties credited by Bank against such Advances as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

(i) the Agreement terminates and the amount of the Advance has not been fully recouped by Bank;

(ii) NSCS breaches any of its obligations under this Agreement;

(iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) Bank is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) Bank is prohibited or otherwise prevented from conducting at least four (4) email campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(vi) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and posterings), conventions, and at other major events (e.g., stadium and race course) during each consecutive twelve month period during the term of the Agreement.

(vii) Bank is prohibited from sponsoring annual Member events.

**TERM EXTENSION ADDENDUM  
TO THE NATIONAL SOCIETY OF COLLEGIATE SCHOLARS  
GIP AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of September, 2007 (the "Addendum Effective Date"), by and between National Society of Collegiate Scholars ("NSCS"), and FIA Card Services, N. A. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, NSCS and Bank are parties to an Agreement dated as of November 12, 2002, as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of NSCS; and

WHEREAS, NSCS and Bank mutually desire to extend the term of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, NSCS 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 August 31, 2012. 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. Section 1 of the Agreement is hereby amended by adding the following definitions:

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

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

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

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

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

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

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

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

4. Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 5:

“5. ROYALTIES

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

(b) On or before the forty-fifth (45<sup>th</sup>) day after the end of each calendar month during the term of this Agreement, Bank will provide NSCS with a statement showing the number of GIP Accounts opened which are eligible for compensation.”

5. A new Schedule B, attached hereto, is made a part of the Agreement.

6. The following new subsection (i) is hereby added to Section 2 of the Affinity Agreement:

“(i) NSCS will permit Bank to advertise the Program on its home page and at other prominent locations within the internet site(s) of NSCS free of any charge. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle NSCS to the GIP compensation set forth in Schedule B, subject to the other terms and conditions of this Agreement. NSCS will modify or remove such advertisements within twenty-four hours of Bank’s request. NSCS will provide Bank with the ability to access any and all pages within the NSCS internet site(s), including without limitation any “members only” or other restricted access pages.”

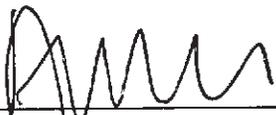
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its

conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the Addendum Effective Date, 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.

**NATIONAL SOCIETY OF COLLEGIATE SCHOLARS**

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

By: 

By: 

Name: AMY M. SHAPIRO

Name: DAVID BOOTH

Title: SENIOR DIRECTOR, OPERATIONS

Title: SUP

Date: 8/24/07

Date: 11-28-07

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay NSCS a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for NSCS employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

#### A. GIP ACCOUNTS

1. \$40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### B. REWARD GIP ACCOUNTS

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

1. \$40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### C. EMERGING CREDIT CARD GIP ACCOUNTS

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

1. \$10.00 (ten dollars) for each Emerging Credit GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING CREDIT CARD REWARD GIP ACCOUNTS

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

1. \$10.00 (ten dollars) for each Emerging Credit Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. ROYALTY ADVANCE

1. Section I of Schedule A of the Term Extension Addendum between the parties dated as of September 1, 2007 states that certain Royalties accrued shall, in lieu of direct payment to NSCS, be applied against Advances until such time as the Advances are fully recouped. For the sake of clarity, such Royalties shall not include Royalties for consumer GIP Accounts, Reward GIP Accounts, Emerging Credit Card GIP Accounts and Emerging Credit Card Reward GIP Accounts. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Advances to NSCS hereunder, and NSCS hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advances paid by Bank and the total amount of accrued Royalties (excluding consumer GIP Accounts, Reward GIP Accounts, Emerging Credit Card GIP Accounts and Emerging Credit Card Reward GIP Accounts), credited by Bank against such Advances as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

(i) the Agreement terminates and the amount of the Advance has not been fully recouped by Bank;

(ii) NSCS breaches any of its obligations under this Agreement;

(iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) Bank is prohibited or otherwise prevented from conducting at least two (2) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) Bank is prohibited or otherwise prevented from conducting at least four (4) email campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(vi) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering), conventions, and at other major events (e.g., stadium and race course) during each consecutive twelve month period during the term of the Agreement.

(vii) Bank is prohibited from sponsoring annual Member events.

**ADDENDUM  
TO THE NATIONAL SOCIETY OF COLLEGIATE SCHOLARS  
AFFINITY AGREEMENT**

THIS ADDENDUM (the "**Addendum**") is entered into as of the 1st day of March, 2010 (the "**Addendum Effective Date**"), by and between National Society of Collegiate Scholars ("**NSCS**") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("**Bank**"), for themselves and their respective successors and assigns.

WHEREAS, NSCS and Bank are parties to an Affinity Agreement dated as of November 12, 2002, as the same has been amended (the "**Agreement**"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of NSCS; and

WHEREAS, NSCS and Bank mutually desire to amend the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Section 1 of the Agreement is hereby amended to include the following new definition:

**"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 or (iv) judicial or administrative interpretations of any of the foregoing.

3. Section 5 of the Agreement is hereby amended to include the following new subsection (c):

"(c) 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 sole discretion ("**Impact**"), then Bank may notify NSCS 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 NSCS'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 NSCS, upon ninety (90) days advance written notice."

4. Section 10(e) of the Agreement is hereby deleted in its entirety and replaced with the following new subsection (e):

“(e) 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 NSCS in writing of Bank’s desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after NSCS’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 NSCS, upon ninety (90) days advance written notice.”

5. Section 12(f)(2) of the Agreement is hereby deleted in its entirety and replaced with the following new subsection 12(f)(2):

“(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”

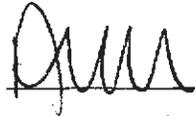
6. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, will remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement will be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, will be governed by and subject to the laws of the State of Delaware and will 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 will be considered an original, and all of which will 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 will be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the Addendum Effective 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.

**NATIONAL SOCIETY OF COLLEGIATE SCHOLARS**

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

By:   
Name: Amy M. Chapman  
Title: managing Director  
Date: 3/5/10

By:   
Name: MICHAEL L PARSONS JR  
Title: SVP  
Date: 3.17.2010

**ADDENDUM  
TO THE NATIONAL SOCIETY OF COLLEGIATE SCHOLARS  
GIP AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 1st day of March, 2010 (the "Addendum Effective Date"), by and between National Society of Collegiate Scholars ("NSCS") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, NSCS and Bank are parties to an Agreement dated as of November 12, 2002, as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of NSCS; and

WHEREAS, NSCS and Bank mutually desire to amend the Agreement as provided for herein.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum.
2. Section 1 of the Agreement is hereby amended to include the following new definition:

**"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 or (iv) judicial or administrative interpretations of any of the foregoing.

3. Section 5 of the Agreement is hereby amended to include the following new subsection (c):

"(c) 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 sole discretion ("Impact"), then Bank may notify NSCS 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 NSCS'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 NSCS, upon ninety (90) days advance written notice."

4. Section 10(e) of the Agreement is hereby deleted in its entirety and replaced with the following new subsection (e):

"(e) 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

NSCS in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after NSCS'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 NSCS, upon ninety (90) days advance written notice."

5. Section 12(f)(2) of the Agreement is hereby deleted in its entirety and replaced with the following new subsection 12(f)(2):

"(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"

6. Schedule B of the Agreement is hereby amended by deleting Sections A and B in their entireties and replacing them with new Sections A and B as follows:

"A. GIP ACCOUNTS

\$100.00 (one hundred 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.

B. REWARD GIP ACCOUNTS

\$100.00 (one hundred 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.

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

8. This Addendum may be executed in any number of counterparts, each of which will be considered an original, and all of which will 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 will be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the Addendum Effective 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.

**NATIONAL SOCIETY OF COLLEGIATE  
SCHOLARS**

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

By: 

By: 

Name: Amy M. Simpson

Name: MICHAEL L. PARSONS JR

Title: Managing Director

Title: SVP

Date: 3/5/10

Date: 3.17.2010



Number of Active Users : 2  
Number of users accessed yesterday : 153

# Infrastructure and Collateral Management Process Automation System



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Group Code:	<b>ABXK</b>
Group Name:	<b>NATIONAL SOCIETY OF COLLEGIATE SCHOLARS-ALUMNI</b>
Additional Group Code(s):	-
Type of Agreement:	<b>Non-Disclosure Agreement</b>
Request Date:	<b>8/12/2010</b>
AE Name:	<b>Jared Grundish</b>
Federal Required:	<b>Yes</b>

You can use the Request Track report under the Reports Tab to check the status of this request.

## NONDISCLOSURE AGREEMENT

**FIA Card Services, N. A.** ("Bank") and **National Society of Collegiate Scholars** ("Group") are parties to an affinity agreement wherein Bank provides certain credit card and/or financial services to Group (the "Agreement"). In connection with the respective Group's performance of its obligations under the Agreement and its rights thereunder, Group and **Affinity Financial Management Services LLC** (its "Advisor") will share Consultation Materials in Group's possession, and Advisor may receive and may request certain oral and written information prepared by Bank or Bank's Representatives (as defined below) concerning the Agreement and performance thereunder from Bank (collectively, such information is referred to as "Consultation Materials"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. In consideration of having furnished and furnishing in the future Group and their agent, Advisor, with the Consultation Materials, Advisor agrees to the following:

1. Consultation Materials shall not include any information (i) which was publicly known or made available to the public prior to the time of disclosure by Bank to Advisor or Group to Advisor, in either case, through no action or inaction of the Group (excluding Group disclosures in compliance with state or federal public records laws); (ii) which becomes publicly known or is made available to the public after disclosure to Advisor by Bank or Group through no action or inaction of the Advisor or the Group (excluding Group disclosures in compliance with the state or federal public records laws); (iii) which is already in the Advisor's possession at the time of disclosure as shown by the Advisor's files and records immediately prior to the time of disclosure; (iv) which is obtained by the Advisor from a third party (other than Group) without a breach of such third party's obligations of confidentiality; (v) which is independently developed by Advisor without use of or reference to the disclosing party's Consultation Materials, as shown by documents and other competent evidence in the Advisor's possession; or (vi) when, and only to the extent, it is required by law or governmental authority to be disclosed by the Advisor, provided that the Advisor gives the Bank prompt written notice of such requirement (if permitted by applicable law) prior to such disclosure and reasonable assistance, at the Bank's expense, in obtaining an order protecting the information from public disclosure. To the extent Advisor, on behalf of a Group, performs analysis or business casing using the Consultation Materials, Bank shall retain ownership of its information; however, Bank shall not receive any right, title or interest in the methods, formulae or other proprietary methodology used by Advisor which shall be deemed retained by Advisor ("Advisor Work Tools"). In addition, to the extent Advisor and Group in concert with Bank jointly develop any concepts, products, strategies, etc., the particular pieces of Consultation Material used therein, if any, shall remain the exclusive property of Bank and the particular pieces of Advisor Work Tools used therein, if any, shall remain retained by Advisors; however, unless otherwise agreed to by Bank and Group, all other portions of such jointly developed work shall be deemed Consultation Material and shall be subject to the restrictions contained herein.
2. Advisor agrees that it will use the Consultation Materials solely with respect to the relationship set forth in the Agreement between Group and Bank and for no other purpose, including, without limitation, using the Consultation Materials for any entity other than Group, to analyze or adjust its current modeling of industry trends or to otherwise model performance. Notwithstanding the above, nothing herein shall prohibit the use of

except that, subject to the terms and conditions of this Confidentiality Agreement, one copy of such Consultation Materials may be retained by Group's counsel, and [REDACTED] in its legal files in the event of a legal or quasi-legal dispute or proceeding and to determine its obligations under this Agreement and ensure compliance.

8. Neither this Confidentiality Agreement nor anything contained in this Confidentiality Agreement is intended to grant any right, license or authority to Advisor in or to the Consultation Materials except for the use of the information in strict accordance with express provisions herein.

9. The restrictions upon and obligations of the parties hereunder, including, but not limited to, the obligation of Advisor to keep confidential all Consultation Materials provided to Advisor, shall survive the date of execution of this Agreement and shall extend to, bind and be enforceable against the parties, and all of their respective successors and assigns. This Confidentiality Agreement may not be assigned by either party without the written consent of the other party.

10. Each party agrees that money damages may not be a sufficient remedy for any breach of this Confidentiality Agreement and that any violation or threatened violation of this Confidentiality Agreement may cause irreparable injury to the Bank, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Bank may be entitled to specific performance and injunctive relief for any such breach, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. Advisor agrees to indemnify, defend and hold Bank and its directors, officers, agents, employees, affiliates, insurers, successors and assigns harmless from and against any and all liability, actions, claims, demands, liens, losses, damages, judgments and expenses (including attorneys' fees) that arise from a breach of this Confidentiality Agreement by Advisor, including any representatives.

12. This Confidentiality Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Confidentiality Agreement shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and Advisor shall not have any obligation, express or implied by law, with respect to trade secret or proprietary information of the Bank except as set forth herein. Any failure to enforce any provision of this Confidentiality Agreement shall not constitute a waiver thereof or of any other provision. This Confidentiality Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

AFFINITY FINANCIAL  
MANAGEMENT SERVICES LLC  
By: Donald W. Finch  
Name: DONALD W. FINCH  
Title: SR. PARTNER & Founder  
7/22/10

FIA CARD SERVICES, N.A.  
By: [Signature]  
Name: MICHAEL L. PARSONS JR.  
Title: SVP