

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made this 9 day of JANUARY, ~~2006~~²⁰⁰⁷, by and between FIA Card Services, N.A., a national banking association ("Bank"), and Princeton University Store ("PU Store").

BACKGROUND

- A. PU Store is a provider of marketing services (the "Services"), as more fully described in the Marketing Agreement dated as of 11/9/07, between Bank and PU Store.
- B. Bank or one or more of its Affiliates (as defined below) desire to engage PU Store from time to time to perform Services.
- C. As a material inducement for Bank to enter into a business relationship with PU Store for the provision of Services, PU Store has agreed to execute this Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Information.** This Agreement shall control PU Store's use and handling of all Information (as defined below) received by PU Store during or in connection with Services.
2. **Disclosure.**
 - a. The performance of Services shall be expressly provided for and described in separate written contracts, proposals, engagement letters and/or statements of work executed by both parties prior to the commencement of the Services specified therein. During or in connection with the Services, Bank or its Affiliates may from time to time intentionally or inadvertently disclose Information (defined below) to PU Store.
 - b. For purposes of this Agreement:
 - (i) "Affiliate" shall mean any company or other legal entity that controls, is controlled by, or is under common control with Bank or with PU Store, as the case may be.
 - (ii) "Information" shall refer to documents, computer programs, trade secrets, business practices and techniques, strategies, development and/or marketing plans, customer information, information concerning potential customers, or Bank employee information, which PU Store knows or should know are proprietary or confidential; including any of the foregoing that belongs to or concerns any Affiliate. "Information" shall not include any information that (1) can be shown by documentary evidence to have been in PU Store's possession before receipt from Bank; or (2) is or becomes a matter of public knowledge through no fault of PU Store; or (3) can be shown by documentary evidence to have been rightfully received by PU Store from a third party without a duty of confidentiality.
3. **Use of Information.**
 - a. PU Store expressly acknowledges and agrees that it has no property right or interest whatsoever in the Information, or any improvements thereon, and is provided access to

the Information solely for the benefit of Bank. PU Store shall use the Information only in connection with the Services. PU Store shall have no authority to use the Information for any other purpose or in any other manner, unless otherwise expressly agreed in writing by Bank. PU Store shall only permit access to the Information to those employees of PU Store who need such access to perform their job duties relating to the Services.

- b. In addition, PU Store shall be permitted to disclose Information to an Affiliate or subcontractor of PU Store if such Affiliate or subcontractor (i) is assisting PU Store in the Services, (ii) needs the Information to perform its duties in connection with the Services, (iii) Bank expressly consents to the use of the Affiliate or subcontractor in writing, and (iv) if requested by Bank, the Affiliate or subcontractor enters into a separate written confidentiality agreement, in the same form hereof, with Bank prior to any such disclosure. Without limiting any other provision of this Agreement, PU Store shall implement appropriate measures to ensure compliance with this Agreement and to meet the consumer privacy objectives of The Gramm-Leach-Bliley Act and the regulations promulgated pursuant to Sections 501 and 505(b) thereof.
- c. PU Store agrees to secure and safeguard the Information in strict accordance with the requirements of this Agreement, and shall protect the Information against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as PU Store uses to protect its own confidential information of a like nature. PU Store will notify Bank immediately in case of a security breach of any systems, hardware, software or facilities or sites which house any Information and will immediately take any and all actions to halt or limit such breach.

4. **Transfer of Information.** PU Store shall hold the Information in strict and absolute confidence and shall not trade, give away, barter, lend, send, sell or otherwise disclose (collectively "Transfer") any Information to any third party (other than an Affiliate or subcontractor in accordance with the terms of this Agreement) unless expressly agreed to in writing by Bank prior to any such disclosure. If requested by Bank, PU Store shall require such third party to enter into a separate written confidentiality agreement, in the same form hereof, with Bank prior to any such disclosure. PU Store further agrees that it shall not make additional copies of the Information in any medium whatsoever except as absolutely required for the completion of the related Services. In the event PU Store generates any Information in any medium whatsoever concerning Bank, then PU Store hereby agrees that all such Information shall be covered by the terms and conditions of this Agreement, including but not limited to the provisions on protection of Information. PU Store shall be responsible for any damages incurred by Bank that result from any acts or omissions of PU Store or PU Store's employees, officers, subcontractors, agents or Affiliates in their handling of and protection of Information, or a breach of this Agreement by PU Store.

5. **Other Business Activities.**

- a. Bank agrees that PU Store may have or in the future acquire information, either independently developed or legally received from third parties, which may be similar to the Confidential Information. Nothing in this Agreement will be construed as a representation that PU Store does not or will not have the right to use such independently developed or legally received information.
- b. Nothing in this Agreement shall prohibit Bank from pursuing a business relationship similar to that involving the Services independently or with any other third party or parties.
- c. Nothing contained in this Agreement shall be construed as implying any commitment or agreement by either party to make any investment in or payment to the other party or in any business of the other party or to enter into any other business arrangement of any

nature whatsoever with the other party. In addition, this Agreement does not create any agency or partnership relationship.

6. **Ownership and Other Rights.** PU Store acquires no intellectual property rights under this Agreement. This Agreement does not impair Bank's right to contest the validity or defend against infringement of any patent, trademark or copyright provided that such patent, trademark or copyright is not or was not later obtained based on the Information.
7. **Employees.** In view of the confidential nature of the Information, PU Store warrants that all employees, agents, officers and Affiliates of PU Store who work with the Information shall be made aware of the obligations contained in this Agreement and shall be under strict legal obligation not to copy or Transfer the Information, or make any other use of the Information other than as specifically described herein.
8. **Destruction of Information.**
 - a. PU Store agrees that within forty-eight (48) hours after the earlier of (i) completion of the related Services, (ii) termination of this Agreement, (iii) termination of the Contract, or (iv) Bank's request, it shall destroy all Information. If requested by Bank before such destruction, PU Store shall return all Information in lieu of destruction.
 - b. PU Store agrees that all Information destroyed pursuant to the foregoing paragraph shall be destroyed in strict accordance with the following destruction policy, unless otherwise agreed in writing by Bank:
 - (i) degauss permanently overwrite or physically destroy the original and all whole or partial copies of any Information contained on any type of media, including but not limited to tape or diskette;
 - (ii) delete originals and all whole or partial copies of any Information contained on any of PU Store's storage media; and
 - (iii) shred originals and all whole and partial copies of any Information contained on any type of hardcopy media.

Upon Bank's request, a senior officer of PU Store shall certify in writing to Bank that all Information has been destroyed in accordance with the foregoing.

9. **Insolvency.** If PU Store: (a) becomes insolvent in that liabilities exceed assets, (b) is adjudicated insolvent or bankrupt, (c) takes advantage of or is subjected to any insolvency or bankruptcy proceeding, (d) makes an assignment for the benefit of creditors, (e) is subject to any receivership, conservatorship or liquidation, or (f) in any other way has its activities or powers restricted by virtue of the exercise of supervisory powers vested in any governing person or body, then in such event Bank may, in its sole discretion, at any time in such status or proceeding immediately terminate this Agreement and/or any agreement concerning any or all Services. In no instance shall any Information constitute an asset or property of PU Store in any such proceeding which may be assigned or which may accrue to any estate, person, trustee, receiver, creditor, court or to any creditor appointed committee or receiver.
10. **Privacy.** Notwithstanding any other provision of this Agreement to the contrary, all Services provided by PU Store will be subject to (a) Bank's internal policies, concerning the privacy of Bank Customers' personal information, as the same may be amended from time to time by Bank in its absolute discretion and which are made known to PU Store, and (b) all applicable governmental laws, rules and regulations concerning privacy matters, and (c) all banking, credit and marketing industry policies concerning privacy matters as made known to vendor. Bank shall have sole and absolute discretion in interpreting and applying all of the foregoing obligations.

11. **Audits.** PU Store agrees that Bank or its regulatory authorities shall have the right upon twenty-four (24) hours notice to PU Store to perform audits or engage the services of its auditors to examine PU Store's performance hereunder and use of the Information, and to evaluate compliance with this Confidentiality Agreement. Reports generated as a result of these audits may contain reasonable process improvement requirements for the handling of Information by PU Store. Upon presentment to PU Store and following a discussion of issues and recommendations prior to publishing a final report, PU Store agrees that any such process improvements requirements to which it consents shall be binding upon PU Store, shall be deemed to be part of this Confidentiality Agreement, and shall be attached hereto as Addendum A.
12. **No Obligation to Transact.** Nothing in this Agreement shall create or imply any obligation or commitment on or by Bank to purchase or sell any products or Services to or from PU Store.
13. **Notices.** Notices concerning this Agreement shall be hand delivered, sent by certified mail, return-receipt requested, or sent by telecopy and followed by certified mail, return receipt requested, to the following addresses:

PU Store:	Princeton University Store 36 University Placce Princeton, NJ 08540
Attn:	James Sykes
Phone:	609-921-8500
Fax:	609-924-9651

Bank:	FIA Card Services, N.A. 1100 N. King Street Wilmington, DE 19884
Attn:	Director of National Sales
Phone:	800-441-7048
Fax:	302-432-0189

With a copy to:	FIA Card services 1100 N King Street Wilmington, DE 19884-1432 Attn: Purchasing PU Store Management Fax: 302-458-1172
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14. **Other Documents: Amendments.** In the event of any inconsistency between this Agreement and any prior or contemporaneous agreements, oral or written, on the subject matter herein, this Agreement shall prevail. Amendment of this Agreement must be in a writing signed by both Bank and PU Store. This Agreement supplements any and all confidentiality agreements entered into by the parties unless specifically named herein. This Agreement only establishes the agreement between the parties as to confidentiality and the safeguarding of confidential information, and does not establish any agreement as to any other matters.
15. **Governing Law.** The laws of the State of Delaware govern this Agreement. PU Store consents to submit to the 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 relating to this Agreement.
16. **Injunctive Relief.** PU Store agrees that Bank would suffer immediate and irreparable harm in the event any Information is used in a manner not permitted by this Agreement. In the event of a breach or the threatened breach of the provisions of this Agreement, Bank shall be entitled to injunctive relief restraining PU Store from such breach or threatened breach and to enforce the provisions herein in either a state or federal court located in Delaware. PU Store hereby consents to the personal jurisdiction and venue of these courts for the purposes of the enforcement of this

Agreement. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.

17. **References to Bank.** PU Store shall make no reference to any contractual arrangements with Bank or to Bank in any other manner in any advertising, promotional literature, and other public statement, in any medium whatsoever, or to any third party without the prior written consent of Bank. In the event PU Store breaches this provision Bank may terminate this Agreement and any other agreement or contract under which PU Store provides services or products to Bank.
18. **Subpoena.** In the event PU Store receives a request to disclose any or all of the Information pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, PU Store agrees to: (a) immediately notify Bank of the existence, terms and circumstances surrounding such request; (b) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (c) if disclosure of such Information 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 Information to be disclosed which Bank designates. PU Store shall be entitled to reimbursement for its expenses, including reasonable fees and expenses of its counsel, in connection with action taken pursuant to this paragraph by law or by any governmental regulatory authority, but is otherwise subject to all restrictions described herein.
19. **Construction.** 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 or portion had not been contained herein.
20. **Survival.** This Agreement shall be binding upon the parties hereto, their successors, personal representatives and assigns. Except as herein provided, this Agreement shall remain in effect for a period of ten (10) years following completion of all Services. Notwithstanding any other provision herein to the contrary, all provisions regarding confidentiality and/or the handling of Information shall survive the termination of this Agreement. This Agreement shall survive termination of all other agreements or arrangements between Bank and PU Store.

Intending to be legally bound hereby, Bank and PU Store have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

Princeton University Store

By: James R. Sykes

Name: JAMES SYKES

Title: PRESIDENT

FIA Card Services, N.A.

By: Jake Frey

Name: Jake Frey

Title: SVP

**PRINCETON UNIVERSITY STORE
MARKETING AGREEMENT**

This Marketing Services ("Agreement") is made as of this 9 day of January, 2007 ("Effective Date") by and between FIA Card Services, N.A., with its principal place of business in Wilmington, Delaware ("Bank"), and Princeton University Store, a proprietorship having its principal place of business in Princeton, NJ ("PU Store") for themselves, and their respective successors and assigns.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties hereto agree as follows:

1. DEFINITIONS

- (a) "Agreement" means this Agreement and Exhibits A, B, and C.
- (b) "Bank Affiliate" means any entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with Bank.
- (c) "Cardholder" means a Customer who applies for, and receives, a Credit Card Account as a result of this Agreement.
- (d) "Credit Card Account" means a credit card account opened by a Customer in response to marketing efforts made pursuant to the Program.
- (e) "Customer" means persons attending a Solicitation Event, customers of PU Store, and/or other potential participants mutually agreed to by PU Store and Bank.
- (f) "Financial Service Product" means any credit card program, charge card program, debit card program, deposit program and travel and entertainment card program. Financial Service Product does not include gift cards.
- (g) "Program" means those programs and services of the Financial Service Products Bank determines to offer pursuant to this Agreement to the Customers from time to time.
- (h) "PU Store Affiliate" means any entity which directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with PU Store.
- (i) "Quality Control Standards" or "QCS" shall mean those service level standards established by Bank and agreed to by PU Store.
- (j) "Services" means the Distribution Services, Marketing Services or On-Site Event Marketing Services as the case may be, all as described more fully below in Section 2.
- (k) "Solicitation Event" shall mean any event for promotion of the Program by Bank at those venues mutually agreed upon by Bank and PU Store.
- (l) "Solicitation Material" means all advertising, solicitation and promotional materials developed in connection with this Agreement and in connection with the marketing of Credit Card Accounts to the Customers.

- (m) "Tabling Application" shall mean an application to establish a Credit Card Account which application is generated by means of a person to person solicitation at an appropriately placed display table at a Solicitation Event.
- (n) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by PU Store or any PU Store Affiliate during the term of this Agreement.

2. MARKETING SERVICES

(a) Distribution Services

- (i) PU Store shall include Solicitation Material for the Program in PU Store publications as mutually agreed upon by Bank and PU Store from time to time and specified in writing in a Marketing Request Form ("MRF") in the form of attached Exhibit A. Bank shall provide to PU Store all Solicitation Materials on time frames and terms as are mutually agreed upon by the parties.
- (ii) PU Store shall not and agrees not to handle or accept Customer applications for any Financial Service Products under this Program.

(b) On-Site Event Marketing

- (i) Bank shall be responsible for any and all costs and expenses associated with creating and mailing Solicitation Materials pursuant to this Agreement and for the mutually agreed upon premiums to be used in connection with the promotion of any Program at a Solicitation Event, all shipments of such premiums to a Solicitation Event and the safe storage and distribution of such premiums. PU Store shall bear the risk of loss with respect to all Solicitation Materials in its possession. PU Store shall provide Bank a written physical inventory no later than the fifth business day of each month of Solicitation Materials remaining in their possession for ongoing events.
- (ii) PU Store shall maintain records confirming compliance relating to the above obligations and make them available for Bank inspection upon request. PU Store further agrees to indemnify Bank and Bank America for any loss, cost, expense or liability arising from PU Store's failure to discharge these obligations in accordance with the Agreement.
- (iii) PU Store agrees and acknowledges that Bank shall have the right to conduct random background checks from time to time of Individuals at the expense of Bank.

(c) Website Marketing

- (i) PU Store has an Internet website located at <http://www.pustore.com>, <http://www.princetontigershop.com>, <http://www.ptstba.com> (the "Company Site"). Bank America has an Internet website located at <http://www.bankofamerica.com> (the "Bank Site"; and, together with the Company Site, the "Site(s)"). Bank will provide banner ads, creation of ad, and a unique URL to support the ad. The URL will be placed live 2 days prior to release of any banner campaign. PU Store shall use commercially reasonable efforts to place banners on PU Store's Web site that will link to Bank America's designated Website as detailed above. PU Store will target placement on content related sites/pages as will be mutually agreed upon by the parties. PU Store agrees to modify or remove such banners within 48 hours of Bank's request.

- (ii) Subject to the terms and conditions of this Agreement, Bank hereby grants to PU Store a nonexclusive, worldwide, non-transferable, royalty-free right to use the trademarks, service marks, trade names and other logo(s) of Bank and/or such additional or replacement trademarks, service marks, trade names and logos (the "Bank Marks") as the parties may agree to utilize under this Agreement from time to time solely for the purposes of providing the Website services pursuant to this Agreement. All rights not expressly granted herein are reserved by Bank.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) No Solicitation Materials shall be used by PU Store in connection with or relating to any Programs without the prior written approval of Bank.
- (b) Bank shall determine the appropriate format and content for each Program and may eliminate Programs. The terms and features of all Credit Card Accounts marketed by PU Store may vary by Program. Bank reserves the right to make periodic modifications to the terms and features of all Credit Card Accounts and related Programs. In the event Bank modifies the terms of any Program and Bank notifies PU Store of the change in writing, PU Store shall immediately cease any and all use of, and shall not distribute or publish in any manner, any outdated Solicitation Materials for such Program.
- (c) Bank shall make the final determination regarding all timing, production, and content with respect to the creation, production and/or insertion of the Solicitation Materials.
- (d) Bank America shall, in its absolute discretion, make the final determination concerning the creditworthiness of any Customer, whether to extend credit to any Customer, and the terms and conditions on which to extend such credit. Bank America reserves the absolute right to reject any application submitted by any Customer for any reason or no reason.

4. RIGHTS AND RESPONSIBILITIES OF PU STORE

- (a) PU Store agrees that during the term of this Agreement neither PU Store nor any PU Store Affiliate shall, by itself or in conjunction with others, directly or indirectly: (i) sponsor, endorse, advertise, aid, develop, market, solicit proposals for any program offering, or discuss with any organization (other than Bank or Bank Affiliate) the providing of, any Financial Service Product of any organization other than Bank; (ii) license or use, or allow others to license or use the Trademarks in relation or for promoting any Financial Service Product of any entity other than Bank or Bank Affiliate; 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 Customers in relation to or for promoting any Financial Service Product of any entity other than Bank or Bank Affiliate. PU Store further agrees that during the term of this Agreement neither it nor any of its employees, representatives or independent contractors shall promote, represent or solicit applications for any other financial institutions' Financial Service Products. Notwithstanding anything else in this Agreement to the contrary, PU Store may accept advertising and/or permit an Automatic Teller Machine to be located in the lobby of PU Store from any financial institution provided that neither contain an express or implied endorsement by PU Store of said financial institution or any advertised Financial Service Product.
- (b) PU Store shall devote its best efforts to promote and sell the Program as more specifically described in this Agreement.
- (c) PU Store shall actively monitor and audit the practices, systems and procedures for the secure transmission and storage of Bank information, including Customer data and other confidential information. PU Store will promptly notify Bank of any incident which may involve unauthorized access to Bank information.

5. REPRESENTATIONS AND WARRANTIES

(a) PU Store represents and warrants that: (i) it is duly qualified and licensed to conduct its business as currently operated and to enter into and perform its obligations under this Agreement; (ii) it has full power and authority to enter into and perform its obligations under this Agreement; (iii) the execution, delivery and consummation of this Agreement has been duly authorized by all necessary action; (iv) this Agreement is a valid and binding obligation of PU Store, enforceable against PU Store in accordance with its terms and conditions; (v) it shall comply with all applicable laws, rules and regulations; (vi) it shall perform all services hereunder in a prompt, professional and good workmanlike manner; and (vii) it is an independent contractor and its employees, representatives and independent contractors are not Bank employees for federal tax purposes or any other purposes whatsoever and are not entitled to any Bank employee benefits.

(b) Bank represents and warrants that: (i) it is duly qualified and licensed to conduct its business as currently operated and to enter into and perform its obligations under this Agreement, (ii) it has full power and authority to enter into and perform its obligations under this Agreement, (iii) the execution, delivery and consummation of this Agreement has been duly authorized by all necessary action, (iv) this Agreement is a valid and binding obligation of Bank, enforceable against Bank in accordance with its terms and conditions, and (v) it shall comply with all applicable laws, rules and regulations.

6. PU STORE EMPLOYEES/INDEPENDENT CONTRACTORS

(a) Bank and PU Store are not agents, representatives or employees of each other. Bank's name shall not be used directly or indirectly in the recruitment of personnel of PU Store or its independent contractors. PU Store assumes sole and full responsibility for any and all of its employees and independent contractors and PU Store nor its employees or independent contractors have authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate Bank in any manner whatsoever.

(b) PU Store is an independent contractor and not an agent or employee of Bank. PU Store is solely responsible for the compensation (including reimbursement of expenses) training and education of its employees assigned to perform services hereunder, and payment of worker's compensation, disability and other similar insurance and for withholding income, social security and other taxes. PU Store shall furnish, at its expense, all labor, supervision, materials, and equipment required for the performance of its services hereunder. PU Store shall be liable to such employee at all times for all compensation matters relating to said employees, including but not limited to payment of wages, withholding of all applicable taxes and social security, and applying for all workers compensation insurance and state and federal unemployment insurance.

(c) PU Store shall supply all necessary individuals to conduct on-site marketing. PU Store agrees and represents that these individuals are independent contractors of PU Store and not Bank or Bank Affiliate employees for federal tax purposes or any other purposes whatsoever and are not entitled to any Bank or Bank Affiliate employee benefits. PU Store is solely responsible for any and all costs and compensation, in whatever form (including reimbursement of expenses), training and education of its independent contractors assigned to perform services hereunder. PU Store agrees to indemnify and hold Bank and Bank Affiliates harmless against breach of this covenant.

(d) The hiring or use of subcontractors by PU Store in connection with the services provided hereunder shall not be permitted without the prior approval of Bank, which approval may not be unreasonably withheld. If approval is granted, PU Store shall not be relieved of its liabilities hereunder.

(e) Bank, as an equal opportunity employer, has adopted a corporate anti-discrimination and anti-harassment policy. Consistent with this corporate policy, PU Store shall comply with all applicable laws concerning non-discrimination and non-harassment in employment.

7. COMPENSATION

(a) During the term of this Agreement, Bank will pay PU Store compensation ("Royalties") calculated as follows, for those accounts with active charging privileges. Compensation will not be paid without a completed Exhibit C (W-9 Form and EFT Form).

(i) Upon full execution of this Agreement, Bank shall pay to PU Store the sum of five thousand dollars (\$5,000) and on or before each of the following; March 31, 2007, March 31, 2008, March 31, 2009 and March 31, 2010, Bank shall pay to PU Store the sum of ten thousand dollars (\$10,000), subject to the provisions set forth below. Notwithstanding the foregoing, Bank shall no longer be obligated to pay any additional Royalties to PU Store hereunder, in the event any of the conditions set forth in Clauses (i) through (iii) below should occur:

(i) the Agreement terminates;

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

(iii) Bank is prohibited from conducting Solicitation Events (e.g., tabling and poster) during each consecutive twelve month period during the term of the Agreement.

8. INSURANCE

(a) Throughout the term of this Agreement, PU Store shall, at its sole cost and expense, procure and maintain in full force and effect at minimum the following insurance coverages and other coverages which may be reasonable and customary for the solicitation industry, with an insurance carrier which is at least "A-" rated A.M. Best's:

General Liability	\$2,000,000 General Aggregate
\$2,000,000 Products Aggregate	\$1,000,000 Each Occurrence
Automobile Liability	\$1,000,000 Each Accident
Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 Each Accident
	\$500,000 Disease - Policy Limit
	\$100,000 Disease - Each Employee
Excess/Umbrella Liability	\$3,000,000 Each Occurrence
Crime Insurance	\$2,000,000 Each Occurrence

(b) All certificates of insurance shall name Bank of America, its subsidiaries and affiliates as an additional insured. All certificates of insurance shall require that Bank be provided with at least thirty (30) days advance written notice of cancellation or material change in the stated coverage of such insurance. Certificates of insurance shall be delivered to the attention of Bank's Corporate Purchasing Department at the following address:

Bank of America Card Services
Corporate Purchasing Control
Wilmington, DE 19884

(c) PU Store, its Subcontractors and their respective underwriters shall waive any subrogation rights they may have against Bank of America.

(d) PU Store shall furnish to Bank renewal certificates of insurance so long as this Agreement is in effect.

9. IDEMNIFICATION/LIABILITY

(a) Bank will indemnify, defend and save harmless PU Store, its directors, officers, agents and employees, from and against any loss, damage, liability, claim, or cause of action in any way resulting from any act or omission of Bank, its directors, officers, agents and employees, that result in the breach of this Agreement by Bank. This indemnification including any loss, damage, liability, claims or cause of action under any state or federal consumer credit laws, including, but not limited to, the federal Truth in Lending Act and the Equal Credit Opportunity Act.

(b) In addition to PU Store's obligation to indemnify Bank and Bank Affiliates pursuant to Section 2(b)(vi), PU Store will indemnify, defend, and save harmless Bank, Bank Affiliates, and their respective directors, officers, agents and employees, from and against any loss, damage, liability, penalty, fine, claims, or cause of action in any way resulting from (1) any act or omission of PU Store, its directors, officers, agents, employees, representatives or independent contractors in performing the duties and obligations of PU Store hereunder or which results in a breach of this Agreement by PU Store or (2) any act or omission of any employee, representative or independent contractor of PU Store which results in a breach of the confidentiality provisions hereof. PU Store's indemnification shall include, but shall not be limited to, any loss, damage, liability, penalty, fine, claim or cause of action under any local, state or federal laws, ordinances or regulations, including, but not limited to the federal Truth in Lending Act and the Equal Credit Opportunity Act. PU Store expressly agrees to indemnify, defend and save harmless Bank, Bank Affiliates and their respective directors, officers, agents and employees, from and against any and all loss, damage, liability, penalty, fine, claims, or causes of action in any way resulting from any use of Bank's or Bank Affiliate's trademarks, tradenames, service marks and other intellectual property rights.

10. TERM

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2011. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days prior to the last date of such term or renewal term, as applicable. Notwithstanding the foregoing, Bank may terminate this Agreement at any time upon ninety (90) days advance written notice to PU Store.

11. TERMINATION

(a) If PU Store fails to perform in a manner meeting the QCS, Bank shall have the right to immediately suspend any and all Programs and terminate this Agreement effective immediately reasonable opportunity to cure the breach to the extent such breach can be cured.

(b) In the event of any material breach of this Agreement by Bank or PU Store, the other party may terminate this Agreement 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 thirty (30) days after receipt of notice, as provided herein, then this Agreement shall terminate thirty.

(c) If either Bank or PU Store becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(d) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA, MasterCard, or American Express, in Bank's reasonable determination, restricts or impairs Bank or Bank Affiliate's present approval process for accounts, Bank may terminate this Agreement upon sixty (60) days prior written notice to PU Store.

12. CONFIDENTIALITY AND PRIVACY

(a) Notwithstanding anything to the contrary, the parties acknowledge and agree that the Confidentiality Agreement between Bank and PU Store, dated as of 11/9/07, is incorporated by reference as Exhibit B and shall govern the treatment and handling of all information, including information gathered or received pursuant to this Agreement.

(b) PU Store agrees to comply with all privacy and data protection laws, rules, regulations, including but not limited to the Gramm-Leach-Bliley Act which are and may in the future be applicable to the Program offered pursuant to this Agreement. PU Store agrees to be responsible for implementing any necessary process and operational changes required to meet this representation and warranty.

(c) Notwithstanding any other provision of this Agreement to the contrary, all solicitation efforts under this Agreement will be subject to (i) Bank's and Bank Affiliate's internal policies, a copy of which shall be provided to PU Store, concerning the privacy of Bank's cardholders' personal information, as the same may be amended from time to time by Bank in its absolute discretion, (ii) all applicable governmental laws, rules, regulations concerning privacy matters, and (iii) all banking, credit and marketing industry policies concerning privacy matters. Bank shall have sole and absolute discretion in interpreting and applying all of the foregoing.

13. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto. 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. 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. The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement. 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.

(b) The obligations in Sections 2(b)(vi), 6(c), 9, 12 and 13(b) survive any termination of this Agreement.

(c) This Agreement shall be governed by and construed in accordance with and governed by the substantive laws of the State of Delaware (without regard to its principles of conflicts of laws), and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such laws and parties hereby submit to the jurisdiction of the Courts of Delaware for any disputes arising hereunder.

(d) Any claim or dispute ("Dispute") by Bank or PU Store arising from or relating in any way to this Agreement or any project (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties, declaratory judgment, equitable relief or any other remedy permitted by law or equity), including Disputes regarding the applicability of this arbitration section or the validity of the entire Agreement (or any part of it), shall be decided pursuant to an arbitration conducted in the State of Delaware by the American Arbitration Association in accordance with its commercial rules. At the request of either party and if permitted by the rules, the proceedings will be conducted in secrecy. The prevailing party in any Dispute shall recover all costs, including attorney's fees.

(e) 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:

If to PU Store:

If to Bank:

Princeton University Store
36 University Place
Princeton, NJ 08540

FIA Card Services, N.A.
1100 North King Street
Wilmington, Delaware 19884-0181

ATTENTION: James Sykes

ATTENTION: Director of National Sales

Fax #: 609-924-9651

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.

(f) 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 Bank, which shall not be unreasonably withheld, PU Store may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of PU Store.

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

(h) 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

PRINCETON UNIVERSITY STORE

FIA CARD SERVICES, N.A.

By: James R Sykes

By: Janeal P. [Signature]

Name: James R Sykes

Name: Janeal P. [Signature]

Title: President

Title: SVP

Date: 11/9/07

Date: 3/12/07

VIA Overnight Delivery

July 14, 2010

Mr. James Sykes
Princeton University Store
36 University Place
Princeton, NJ 08540

Dear Mr. Sykes:

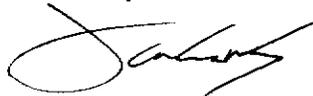
I am writing to inform you that following a comprehensive review of the Princeton University Store credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA") has decided not to renew our Marketing Agreement effective as of January 9, 2007, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 10 of the Agreement.

The Agreement's expiration date is March 31, 2011.

We have appreciated your endorsement.

Sincerely,



Jason Lundy
Vice President
FIA Card Services, N.A.

