

# AGREEMENT

Agreement made as of 01/12, 1995, between MBNA AMERICA BANK, N.A., national banking association having its principal place of business located at 400 Christiana Road, Newark, Delaware 19713 (hereinafter referred to as "MBNA America"), and SOCIETY OF WOMEN ENGINEERS, a non-profit, educational service organization with its Headquarters Office located at 120 Wall Street, 11th Floor, New York, New York 10005 (hereinafter referred to as "SWE").

## **1. DEFINITIONS**

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedules A and B, attached hereto and made a part of this Agreement.
- (b) "Anniversary Date" means January 31, 1998 or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" means credit card programs, revolving loan programs, general bank card services, deposit services and long distance calling card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes and/or labels (in a format designated by MBNA America) containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means members of SWE plus other participants mutually agreed to by SWE and MBNA America.
- (g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.
- (h) "Trademarks" means any logo, servicemark, traddress, tradename, or trademark presently used or acquired by SWE during the term of this Agreement.

## **2. AGREEMENT TO PROVIDE SERVICES**

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and as set forth in Schedule A and Schedule B, attached hereto and made a part hereof, to directly compensate SWE with Royalties generated thereby, and SWE agrees to exclusively endorse the Program and provide MBNA America with reasonable and necessary information, licenses and general assistance for the administration of the Program.

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

- (a) SWE agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. SWE will not license its

Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. Notwithstanding anything else in the Agreement to the contrary, SWE may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by SWE of said financial institution or the advertised Financial Service Product.

(b) SWE authorizes MBNA America to solicit its Members by mail, advertisements and/or telephone for participation in the Program.

(c) SWE shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either SWE's Trademark or the endorsement of SWE, which shall not be unreasonably withheld or delayed.

(d) SWE shall provide MBNA America with current and updated Mailing Lists free of charge.

(e) SWE shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to SWE. Notwithstanding the above, SWE 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 materials provided by MBNA America to SWE.

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

(g) SWE shall provide MBNA America with a subscription without charge to any and all SWE publications.

#### **4. 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. Subject to paragraph 3, subdivision c, MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

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

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of SWE. SWE makes no representations as to the credit worthiness of any of its Members and does not guarantee any financial responsibilities or obligations of any of its Members.

(e) MBNA America shall use the Mailing Lists solely in connection with this Agreement for the Program and shall not permit those entities handling the Mailing List to use it for any other

purpose. Nor shall MBNA America rent, sell or reproduce the Mailing Lists for any reason other than the purposes of fulfilling their obligations under this Agreement. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of SWE. 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 which shall not be subject to this Agreement and will not imply or suggest an endorsement by SWE, and/or any basis for liability against SWE.

## **5. ROYALTIES**

(a) During the term of this Agreement, MBNA America shall pay to SWE all Royalties set forth in Schedule A and B, attached and incorporated herein. SWE shall submit a completed IRS W-9 form immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

(b) On or before the forty-fifth (45th) day after the end of each calendar quarter, MBNA America will provide SWE with a statement showing the number of Accounts opened, renewed, and the number of transactions made during the preceding calendar quarter, and shall pay to SWE the Royalties associated therewith.

## **6. CROSS INDEMNIFICATION**

(a) SWE and MBNA America each will indemnify and hold harmless the other party, their directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by SWE or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

(b) In addition to the foregoing, MBNA America will indemnify and hold harmless SWE, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, resulting from an act or omission of MBNA America or its directors, officers or employees. SWE shall promptly notify MBNA America in the manner provided herein upon learning of any claims or complaints that may reasonably result in MBNA America's indemnification of SWE.

## **7. RATES AND BENEFITS**

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform SWE prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware

and applicable federal law.

## **8. CONFIDENTIALITY OF AGREEMENT**

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

## **9. TERM OF AGREEMENT**

(a) The initial term of this Agreement will be for a three (3) year period beginning 1-31 1995 until January 31, 1998. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods unless either party gives written notice at least 90 (but not more than 180) days prior to the Anniversary Date, as it may be extended, to the other party of its intention not to renew.

(b) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by SWE to the Members. Such notice shall be factually accurate and MBNA America's approval shall be limited to remarks that could be considered disparaging to MBNA America, its affiliates, the Program or the Agreement. Upon termination or expiration of this Agreement, SWE shall not take action with MBNA America or any other person to cause the removal of SWE's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

## **10. STATE LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

## **11. TERMINATION**

(a) In the event of any material breach or default of this Agreement by MBNA America or SWE, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving thirty (30) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or SWE 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 this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

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

## **12. MISCELLANEOUS**

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

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

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

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

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

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

(i) If to SWE:

SOCIETY OF WOMEN ENGINEERS  
120 Wall Street  
New York, New York 10005

ATTENTION: Ms. Elaine Osterman  
Executive Director

(ii) If to MBNA America:

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

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

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding.

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

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

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

**SOCIETY OF WOMEN ENGINEERS**

Dated this 12 day of  
January, 1995

By: J. Culyn A. Spens  
Title: President

**MBNA AMERICA BANK N.A.**

Dated this 25 day of  
January 1995

By: [Signature]  
Title: Executive Vice President

## SCHEDULE A

### I. TERMS AND FEATURES

#### A. CREDIT CARD ACCOUNTS

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

- \* There is NO Annual Fee.
- \* The current Annual Percentage Rate for Members will be a fixed rate of 16.9%, or a variable rate of prime plus 7.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.
- \* The current Annual Percentage Rate for Students will be a fixed rate of 17.9%, or a variable rate of prime plus 9.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

#### B. GOLD RESERVE ACCOUNTS

- \* There is NO Annual Fee for the first six (6) months for the Members.
- \* The Annual Fee for the second six (6) months, when applied, is \$10.00.
- \* Thereafter the Annual Fee, when applied, is \$20.00.
- \* The current Annual Percentage Rate is 16.9%.

#### C. GOLD OPTION ACCOUNTS

- \* There is NO Annual Fee for the Members.
- \* The current Annual Percentage Rate is 13.9%.

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

### II. ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

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

\* \$1.00 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.

\* \$0.20 per retail purchase transaction made by a Customer (net refunds and returns).

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

B. GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

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

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

C. GOLD OPTION REVOLVING LOAN ACCOUNTS

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

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

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

**SCHEDULE B**  
**DEPOSIT SERVICES**

I. **MONEY MARKET DEPOSIT ACCOUNT ("MMDA")**

- \* Interest rates shall be adjusted weekly based on the Donoghue Taxable Money Fund Average (hereinafter referred to as "DMF") seven-day yield.
- \* Customers receive a separate "Rate Advantage" above the DMF for balances between \$15,000 and \$49,999; and for balances \$50,000 and over; balances between \$2,500 and \$14,999 earn the actual DMF; balances below \$2,500 earn the lesser of DMF minus .25% or 5.25% per annum.
- \* Customers may write up to three (3) checks per statement cycle.
- \* Customers shall receive personalized checks free of charge (no charge for reorder and no minimum amount required per check).

II. **CERTIFICATE OF DEPOSIT ACCOUNT ("CD")**

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

III. **MONEY MARKET DEPOSIT & CERTIFICATE OF DEPOSIT ACCOUNT**

- \* All eligible deposits are insured consistent with FDIC regulations (currently insured to \$100,000 per depositor).
- \* Interest will be credited from the day MBNA America receives a deposit (assuming a valid tax identification number has been provided and funds are subsequently collected) and such interest will be compounded daily.
- \* A minimum deposit of at least \$2,500 is required to establish each account.
- \* MBNA America will wire transfer funds on behalf of a Customer if the Customer has pre-authorized instructions on file with MBNA America

IV. **ROYALTIES**

- \* Ten one-hundredths of one percent (0.10%) on an annualized basis, computed monthly (periodic rate of 0.008333%) of average MMDA deposits of SWE Members obtained by MBNA America pursuant to the Program.

\* Five one-hundredths of one percent (0.05%) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD deposits of SWE Members obtained by MBNA America pursuant to the Program.

\* MBNA America shall not be required to pay any compensation with respect to deposits under the Program if the license for the Program is terminated.

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

**ADDENDUM TO THE  
SOCIETY OF WOMEN ENGINEERS AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 17 day of <sup>February</sup> ~~December~~, 1998, by and between the Society of Women Engineers ("SWE"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SWE and MBNA America are parties to an affinity agreement dated January 12, 1995 (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of SWE; and

WHEREAS, SWE and MBNA America mutually desire to amend the Agreement to: (i) extend the term of the Agreement; (ii) include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of SWE's Program under the Agreement; and (iii) to modify the royalty arrangement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, SWE and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on January 31, 2003. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The parties agree that Plus Miles (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by SWE under the Agreement.
4. SWE agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of SWE's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.
5. During the term of the Agreement, SWE will receive the royalties set forth on Attachment #1, Section II., for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.
6. The Agreement is hereby amended by deleting Section 6(b) in its entirety.

*EMC*

7. Effective February 17, 1998, Bullet three (3) in Section A of Schedule A of the Agreement is hereby amended in its entirety to read as follows:

\$0.30 (thirty cents) for each retail purchase transaction made by a Customer 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)).

8. Upon termination or expiration of the Agreement, or any aspect of the Program, SWE shall not take action to cause the removal of SWE's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, SWE hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. SWE represents and warrants that SWE has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

9. 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.

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

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

SOCIETY OF WOMEN ENGINEERS

MBNA AMERICA BANK, N.A.

By: *Elaine P. Osterman*

By: *Kathleen B. McEnke*

Name: Elaine P. Osterman

Name: Kathleen B. McEnke

Title: Executive Director

Title: Senior Executive VP

Date: February 17, 1998

Date: March 5, 1998

## Attachment #1

### I. Plus Miles Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. \$35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.
- B. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit insurance as a benefit under the Program.

### II. Plus Miles Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay SWE a Royalty calculated as follows, for those Plus Miles Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.
- B. \$1.00 (one dollar) for each Plus Miles 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 Plus Miles 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 Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.17% (this quarterly rate on an annualized basis is 0.68%) of the average monthly outstanding balance on a Plus Miles Credit Card Account, which average monthly outstanding balance shall be determined by taking the aggregate sum of the outstanding balances (excluding those transactions that relate to refunds, returns and unauthorized transactions) existing on a Plus Miles Credit Card Account on the last file maintenance day of each month within the calendar quarter and dividing by three.

**SELECT REWARDS ADDENDUM  
TO THE SOCIETY OF WOMEN ENGINEERS AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 6<sup>th</sup> day of Dec., 2001, by and between Society of Women Engineers ("SWE"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SWE and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of SWE; and

WHEREAS, SWE and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Select Rewards Enhancement") as another aspect of SWE's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, SWE and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The term "New Select Reward Credit Card Account" means a credit card account carrying the Select Rewards Enhancement, which is opened pursuant to the Program based upon a solicitation source code first utilized by MBNA America on or after December 1, 2001.
3. The term "Test Select Reward Credit Card Account" means a credit card account carrying the Select Rewards Enhancement, which is opened pursuant to the Program based upon a solicitation source code first utilized by MBNA America prior to December 1, 2001.
4. The parties agree that the Select Rewards Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Select Rewards Enhancement to some or all of the persons included on the lists provided by SWE under the Agreement. The Select Rewards Enhancement may be marketed under another name (e.g., MBNA Select Rewards). MBNA America reserves the right to change the Select Rewards Enhancement name(s), in its sole discretion, from time to time.
5. SWE agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to the Select Rewards Enhancement (other than MBNA America programs). Subject to the foregoing, all of SWE's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Select Rewards Enhancement.

6. During the term of the Agreement, but subject to the other terms of the Agreement, SWE will receive the royalties set forth on Attachment #1, Section II. for the New Select Reward Credit Card Accounts. All New Select Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1, Section II., notwithstanding any other provision of the Agreement.

7. During the term of the Agreement, but subject to the other terms of the Agreement, SWE will receive the royalties set forth on Attachment #1, Section III. for the Test Select Reward Credit Card Accounts. All Test Select Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1, Section III., notwithstanding any other provision of the Agreement.

8. Except as amended hereby, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

9. 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 made by any party or its employees, officers or agents shall be valid or binding.

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

	SOCIETY OF WOMEN ENGINEERS		MBNA AMERICA BANK, N.A.
By:	<u>Sharon Bennett</u>	By:	<u>Elizabeth Hershey-Loss</u>
Name:	<u>Sharon Bennett</u>	Name:	<u>Elizabeth Hershey-Loss</u>
Title:	<u>Chief Operating Officer</u>	Title:	<u>SEVP</u>
Date:	<u>12/6/01</u>	Date:	<u>1/22/02</u>

## Attachment #1

### I. Select Rewards Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no annual fee.
- B. The current annual percentage rate is 12.99%.
- C. Customers may be able to select credit insurance or credit protection as a benefit under the Program.

### II. Select Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay SWE a Royalty calculated as follows, for those New Select Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each New Select Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a New Select Reward Credit Card Account.
- B. \$1.00 (one dollar) for each New Select Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each New Select 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 New Select Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A New Select Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain New Select Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above

percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on New Select Reward Credit Card Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such New Select Reward Credit Card Account.

### III. Test Select Reward Credit Card Account Royalties

Effective as of January 1, 2002, and during the term of this Agreement, MBNA America will pay SWE a Royalty calculated as follows, for those Test Select Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Test Select Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Test Select Reward Credit Card Account.
- B. \$1.00 (one dollar) for each Test Select Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Test Select 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 Test Select Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Test Select Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.17% (this quarterly rate on an annualized basis is .68%) of the average monthly outstanding balance on a Test Select Reward Credit Card Account, which average monthly outstanding balance shall be determined by taking the aggregate sum of the outstanding balances (excluding those transactions that relate to refunds, returns and unauthorized transactions) existing on a Test Select Reward Credit Card Account on the last file maintenance day of each month within the calendar quarter and dividing by three.