

**AMENDED AND RESTATED
AFFINITY AGREEMENT
STATE UNIVERSITY OF IOWA ALUMNI ASSOCIATION**

This Agreement is entered into as of this 1st day of July, 2006 (the "Effective Date") by and between FIA CARD SERVICES, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("FIA"), and STATE UNIVERSITY OF IOWA ALUMNI ASSOCIATION (a/k/a University of Iowa Alumni Association), a separately incorporated association having its principal place of business in Iowa City, Iowa ("UIAA") for themselves, and their respective successors and assigns.

WHEREAS, UIAA and FIA are parties to an affinity agreement, as the same has been amended (the "Original Agreement"), wherein FIA provides certain financial services to certain persons included in certain lists provided to FIA by or on behalf of UIAA; and

WHEREAS, UIAA and FIA mutually desire to amend and restate the Original Agreement;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A-1, A-2, B and C, and Attachments #1, #2 and #3.
- (b) "Athletics s" means the University of Iowa Department of Intercollegiate Athletics and its athletic teams.
- (c) "Credit Card" means a credit card bearing a Trademark issued by FIA pursuant to the Program.
- (d) "Credit Card Account" means an account represented by a Credit Card opened by an Alumni Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is an account represented by a Credit Card Account opened by a Student Member through an application coded by FIA as a student application. For purposes of clarity, Credit Card Accounts shall also include credit card accounts opened under the Original Agreement.
- (e) "Customer" means any Member who is a participant in the Program.

- (f) "Financial Service Products" means credit card programs, charge card programs, travel and entertainment card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs and rewards credit card programs.
- (g) "Group Incentive Program " or "GIP" means any marketing or other program whereby UIAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (h) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which UIAA complies with the GIP provisions of this Agreement.
- (i) "GIP Account Compensation" shall have the meaning set forth on **Schedule A-2**.
- (j) "Mailing Lists" means updated and current lists licensed to FIA (on magnetic tapes or another format reasonably acceptable to FIA) containing names, postal addresses and, if available, telephone numbers of Members, segmented by zip codes or reasonably selected membership characteristics. The Mailing Lists shall not include the name and/or related information regarding any person who has expressly requested that UIAA not provide his/her personal information to third parties.
- (k) "Member" means: (i) an undergraduate or graduate student of the University of Iowa (each a "Student Member"); and (ii), alumni of the University, a member of the UIAA, friends, faculty and staff of the University, fans, athletic ticket purchasers, donors and contributors of any University athletic team or athletic department and/or other potential participants mutually agreed to by UIAA and FIA (each an "Alumni Member").
- (l) "Program" means those programs and services of the Financial Service Products FIA agrees to offer pursuant to this Agreement to the Members from time to time.
- (m) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through FIA 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 FIA from time to time, in its sole discretion.
- (n) "Reward Credit Card Account" means a Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.
- (o) "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which UIAA complies with the GIP provisions of the Agreement.
- (p) "Royalties" means the compensation set forth in **Schedule A-1**.
- (q) "Trademarks" means the names, designs, images, visual representations, logos, service marks, trade dress, trade names and/or trademarks of UIAA, Athletics and the University set forth on **Schedule C**, as the same may be modified from time to time, plus any other subsequently developed or acquired trademarks designated for similar purposes.

(r) "UIAA Affiliate" means any entity controlling, controlled by or under common control with the UIAA.

(s) "University" means University of Iowa and any office or department of, the University of Iowa, including but not limited to Athletics and the office of student affairs of University of Iowa.

2. RIGHTS AND RESPONSIBILITIES OF THE UIAA

(a) During the term of this Agreement FIA shall have the exclusive right to offer the Program and the exclusive right to use the Trademarks on Financial Service Products. UIAA, and any UIAA Affiliate, Athletics and the University shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than FIA) the providing of, any Financial Service Products of any organization other than FIA; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than FIA; 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 FIA.

UIAA, any UIAA Affiliate, Athletics and University may accept advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UIAA, any UIAA Affiliate, Athletics or University of said financial institution or the advertised Financial Service Product. UIAA may develop or solicit proposals for programs offering, or discuss with any organization the provision of any products similar to the Financial Service Products during the last 12 months immediately preceding the end of the term of this Agreement.

FIA expressly recognizes that as of the effective date of this Agreement, UIAA has an affinity mortgage loan program through Washington Mutual and Athletics has a checking account program through US Bank. These programs are non-exclusive as to Trademark and do not offer any card based credit device to access any related accounts with a customer. UIAA's and Athletics' participation in these programs, or any renewals thereof (provided that the programs, as renewed, do not have any connection, branding or association with any credit card association or brand), subject to the restrictions set forth above shall not be deemed a breach of any exclusivity or other restrictions under this Agreement.

FIA expressly recognizes that University may in the future wish to offer a student identification card with debit card functionality. UIAA agrees that FIA will have the right to participate in any offer/bidding process for this product and if FIA is not chosen to provide this product, such product will (i) not have any credit device functionality, (ii) will be co-exclusive with any debit card product offered by FIA with respect to the use of any Trademark of University used on such card and (iii) will not have a similar look and feel to any Financial Service Product.

UIAA agrees that during the term of this Agreement it, shall not enter into any agreements to offer any banking service products of any third party (for clarity, these cannot be Financial Service Products as to which FIA has exclusive rights, subject to the specific exclusions set forth above)) without first advising, in writing, FIA generally of the terms of such offer and the related product and providing FIA a reasonable opportunity to offer to provide a similar product on an exclusive basis pursuant to the Program. In the event that UIAA and FIA cannot within 60 days, after good faith negotiation, agree on the terms to offer such product (or FIA does not have a similar product at such time), then UIAA may enter into an agreement with a third party to offer a banking service product (other than a Financial Service Product) that does not breach the exclusivity provision of this Agreement. UIAA will use reasonable good faith efforts to negotiate a non-exclusive arrangement with such third party so that, in the future, FIA may have the opportunity to present similar products to UIAA for inclusion in the Program.

UIAA will use all commercially reasonable, diligent and good faith efforts to ensure that FIA will be notified of and be given the chance to participate in the bidding process for any product or program related to banking that is being developed for or offered by the University or Athletics. Such product or program is still subject to the exclusivity provisions set forth herein.

For the purposes of this Agreement, Financial Service Products shall not include: i) any University business card program or travel card program currently in effect, or a renewal thereof, solely for the use of employees conducting University business, or; ii) any University procurement card purchasing program currently in effect, or renewal thereof, solely for the use of employees conducting University business; provided that in each instance FIA is given a reasonable opportunity to bid for/obtain each such business prior to any new or replacement provider (excluding renewals with current providers) being selected for any such program.

(b) UIAA agrees to provide FIA with such information as may be reasonably requested by FIA in connection with FIA's performance under this Agreement.

(c) UIAA authorizes FIA, in accordance with this Agreement, to solicit its Members by mail, direct promotion, advertisements, internet and other electronic means (but not "e-mail") and/or telephone for participation in the Program.

(d) In order to protect the goodwill and reputation of UIAA, University and Athletics, UIAA shall have the right of prior approval of all Program marketing, Credit Card designs and solicitation materials (including telemarketing scripts) to be used by FIA, which contain or use Trademarks; such approval shall not be unreasonably withheld or delayed.

For purposes of clarity, no additional products other than those referred to in Schedule A-1 shall be offered pursuant to the Program until UIAA and FIA have reviewed and agreed to an addendum with respect to such product, including, without limitation, any agreed upon royalties and/or compensation.

In the event that FIA incurs a cost because of a change in the Trademarks (*e.g.*, the cost of reissuing new credit cards), FIA may deduct such costs from Royalties due UIAA. In the event such costs exceed Royalties then due UIAA, UIAA shall promptly reimburse FIA for all such costs. Provided, however, UIAA shall not be required bear such costs if UIAA: (i) provides FIA with at least 120 days advance notice of such change; (ii) permits FIA to exhaust its existing inventories of applications, marketing materials and plastics with respect to the Program; and (iii) does not request or require FIA to issue replacement Credit Cards that bear the new or altered Trademark.

(e) Upon the request of FIA made in accordance with this Agreement UIAA shall at its cost provide FIA with Mailing Lists in accordance with the license granted in Section 2(g). In the event that FIA incurs a cost because of a charge, other than the Royalties, assessed by UIAA or its agents for an initial Member Lists or an update to those lists, FIA may deduct such costs from Royalties due UIAA.

UIAA shall provide the initial Mailing Lists, containing at least Twenty-Two Thousand (22,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Student Members; at least Three Hundred Thousand (300,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Alumni Members (including, without limitation, graduate students seeking advanced degrees), including two hundred and five thousand (205,000) alumni, eighty thousand (80,000) alumni "friends" and five thousand (5,000) athletics names; at least Ten Thousand (10,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of faculty and staff; at least Twenty three thousand (23,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of parent households; and at least fifty thousand (50,000) non-duplicate names and, when available, corresponding postal addresses, telephone numbers and/or email addresses, of University athletics ticket purchasers, as soon as possible but no later than thirty (30) days after FIA's request.

(f) UIAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with FIA's prior written approval, such approval not to be unreasonably withheld, except for current informational and solicitation materials provided by FIA to UIAA. Notwithstanding the above, UIAA 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 FIA to UIAA. Any correspondence received by UIAA that is intended for FIA (*e.g.*, applications, payments, billing inquiries, etc.) shall be forwarded to the FIA account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable charges incurred for this service will be paid by FIA.

(g) UIAA hereby grants FIA and its affiliates a limited, exclusive license to use the Trademarks and Mailing Lists in accordance with this Agreement and 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 and Mailings Lists, notwithstanding the transfer of such Trademarks and Mailing Lists by operation of law or otherwise to any permitted successor, corporation, organization or individual. UIAA shall provide FIA all Trademark production

materials (e.g., camera ready art) required by FIA for the Program, as soon as possible but no later than thirty (30) days after UIAA's execution of this Agreement. Nothing stated in this Agreement prohibits UIAA from granting to other persons a license to use the Trademarks or Mailing Lists in conjunction with the providing of any other service or product, except for any Financial Service Products. FIA acknowledges and agrees that, except as provided for in this Agreement, it does not acquire any right, title or interest in the Trademarks or the Mailing Lists by virtue of the licensed use.

FIA's use of the Mailing Lists is subject to the frequency and intervals permitted in **Schedule B**. FIA shall use its reasonable efforts to promptly implement the use of the most recently provided updated Mailing Lists and to cease using and destroy previously provided Mailing Lists.

(h) UIAA shall, and shall cause the University to, provide to FIA the marketing opportunities listed on **Attachment #1**, attached hereto and incorporated herein by reference, during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). In consideration for UIAA's providing (or causing the University or Athletics to provide) such opportunities, UIAA shall allocate each year from its Royalties an amount as specified on **Attachment #1**.

(i) UIAA shall permit FIA to provide information about the Program on its home page and at other prominent locations within the internet site of UIAA. FIA may establish a "hot-link" from UIAA's website home page and at other prominent locations within the internet site of UIAA to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle UIAA to the GIP Account Compensation set forth on Schedule A-2, subject to the other terms and conditions of this Agreement. UIAA shall modify or remove such advertisements and/or links within twenty-four (24) hours of FIA's request.

3. RIGHTS AND RESPONSIBILITIES OF FIA

(a) FIA shall design, develop and administer the Program.

(b) FIA shall design all advertising, solicitation and promotional materials with regard to the Program, except as otherwise provided at Section 12(a). FIA reserves the right of prior written approval of all advertising, informational and solicitation materials concerning or related to the Program, which may be developed by or on behalf of UIAA.

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

(d) FIA shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of UIAA, and UIAA shall have no responsibility or liability whatsoever with respect to such credit risks or decisions.

(e) FIA shall use the Mailing Lists licensed pursuant to this Agreement consistent with this Agreement and shall not permit those handling the Mailing Lists on FIA's behalf to use them for any other purpose. FIA shall have the sole right to designate Members on the Mailing Lists to whom promotional material will not be sent. The Mailing Lists are and shall remain the sole property of UIAA. However, FIA 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 FIA's own files and shall not be subject to this Agreement; provided however that FIA will not use this separate information in a manner that would imply an endorsement by UIAA.

(f) Provided that UIAA provides FIA with updated and current Mailing Lists, as described in Section 2(e) above, FIA will make a commercially reasonable good faith effort to conduct at least four (4) new credit card account acquisition marketing campaigns annually for the Program, provided that response rates, conversion rates, activation rates, and the cost per account rates meet or exceed the average rates at the time in the college and university sector at FIA.

(g) FIA will make a commercially reasonable good faith effort i) to test up to three (3) new creative packages for credit card account acquisition marketing for the Program and ii) provided that response rates, conversion rates, activation rates, and the cost per account rates meet or exceed the average rates at the time in the college and university sector at FIA, after giving weight to the cost of such initiatives, to implement such new packages in FIA's sole discretion.

(h) Subject to applicable law and regulation, the license granted herein shall provide FIA with the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in FIA's judgment for the solicitation of Credit Card Account applications. FIA may sublicense the right to use the Trademarks in connection with the production of the foregoing premiums at FIA's cost only to sub-licensees approved by UIAA, in its reasonable discretion and without unreasonable delay. FIA will use such premiums solely in connection with the Program. For any sublicense to be valid, the sub-licensee must agree in writing to be bound by all applicable terms and conditions of this Agreement, and UIAA shall be an express third party beneficiary of any such writing, solely with respect to enforcing the license to use the Trademarks. Any sub-licensee must be in good standing with the University's Division of Licensing. UIAA shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants FIA the right to use such approved materials at FIA's discretion. FIA shall not be required to pay amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of UIAA or an UIAA Affiliate for such gifts or premiums. UIAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) to FIA such additional documentation as may be necessary or appropriate to give effect to this waiver provided, FIA gives UIAA reasonable advance written notice of such intended third party relationship and follows the reasonable procedures of the University for advance authorization to the third-party for such a waiver. If a

third party should refuse to give effect to UIAA's waiver by reducing the price to FIA for such gifts or premiums by the applicable amount (or any person shall otherwise prevent the realization of this benefit by FIA), then FIA is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due UIAA.

(i) FIA agrees to develop a specific UIAA rewards program that will appeal to Members. As part of this obligation, FIA and UIAA agree to explore developing reward features including University of Iowa merchandise and unique University of Iowa experiences ("UIAA Rewards Features"). FIA and UIAA agree that UIAA is under no obligation to provide to FIA, and, FIA is under no obligation to purchase and/or to offer to Members, any Potential UIAA Rewards Features until the execution of, and in accordance with, a separate and specific "Rewards Agreement" in the form attached hereto as **Attachment #2**. The Rewards Agreement shall include, without limitation, a description of the Potential UIAA Rewards Features to be offered thereunder and the fees to be paid by FIA. Any such fees paid by FIA for UIAA Reward Features shall not be deemed a Royalty payment hereunder. Other than liability associated with UIAA providing the UIAA Rewards Features, UIAA shall have no liability with respect to the reward program. UIAA agrees that the Rewards Agreement will specify that all UIAA Rewards Features will remain available, and UIAA will continue to redeem such rewards (subject to any required payment by FIA under the Rewards Agreement) for a period of not less than 12 months following termination of this Agreement.

(j) Until termination of this Agreement, FIA shall not use the Mailing List or a list of the Customers to offer Members or Customers any credit card other than the Credit Card. MBNA may market another credit card to Members and Customers during the term of this Agreement and thereafter if the name and other necessary information of the Member or Customer is obtained exclusively and permissibly through a source other than the Program, or the Customer or Member requests such a product or service.

4. REPRESENTATIONS AND WARRANTIES

(a) UIAA and FIA 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) UIAA represents and warrants to FIA as of the date hereof and throughout the term of this Agreement that it has the right and power to (i) exclusively license the Trademarks of UIAA and to exclusively sublicense the Trademarks of the University and Athletics to FIA for use as contemplated by this Agreement, and (ii) license the Mailing List(s) to FIA for use in connection with the Program. UIAA further represents and warrants to FIA as of the date hereof and throughout the term of this Agreement that with the exception of the affinity mortgage loan program and the checking account program specified in Section 2.a. above, there is no entity or organization (including the University and Athletics) that can (i) use, license or sub-license the Trademarks in connection with any Financial Service Products, or (ii) that has access to or can license or sub-license the Mailing List in connection with any Financial Service Products, or (iii) that can grant marketing access to any University athletic event in connection with any Financial Service Products. UIAA further represents and warrants to FIA that UIAA has binding agreements with the University and Athletics for a period at least equal to the term of this Agreement that assure compliance with UIAA's obligations under this Agreement. The parties hereto acknowledge and agree that any breach by University or Athletics of the exclusivity set forth above in marketing of Financial Service Products and use of Trademarks and Mailing Lists will be a material breach by UIAA under this Agreement. UIAA will hold FIA, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse FIA's reasonable and actual costs in connection therewith (including attorneys' fees), arising from third-party claims of infringement for (i) FIA's use of the Trademark license granted herein or from FIA's use of the Trademarks in reliance thereon, or (ii) the use of any Mailing List(s) by FIA for the promotion of the Program, when such liability, causes or claims have not arisen as a result of FIA's breach of the license to use the Trademarks and Mailing List as set forth in this Agreement. 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, FIA shall pay Royalties to UIAA as provided on Schedule A-1 in consideration for UIAA's licensing of the Trademarks and Mailing Lists to FIA in accordance with this Agreement. Royalties will not be paid without a completed Attachment #3 (W-9 Form and EFT Form). Except as otherwise provided in Schedule A-1, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter. All Royalties to be paid hereunder and described in Schedule A-1 shall also

apply to Credit Card Accounts which were opened under the Original Agreement and the applicable Royalties attributable to such Accounts accruing during the term of this Agreement shall offset against the Royalty Advances described in **Schedule A-1**, item F.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, FIA will provide UIAA 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. The parties may mutually agree on any sharing of information and reports that will benefit the Program.

(c) Upon the written request of UIAA, but no more frequently than one (1) request in any twelve (12) month period, FIA shall provide to UIAA system reports generated by FIA containing all of the information which both (i) formed the basis of FIA's calculation of the Royalties due to UIAA since the last request was made or if no previous request was made hereunder or the last request was made over twelve (12) months previously, for the last four (4) Royalty calculations performed by FIA and (ii) may be disclosed by FIA without violating any legal rights of any third party or obligation of FIA. Such reports shall be certified by an officer of FIA as to their accuracy; provided, however, that the reports shall be certified as to their accuracy by the nationally recognized independent certified public accountants then being utilized by FIA, at UIAA's expense, if UIAA so requests such accountant's certification in its written request(s) for the generation of such reports hereunder. This right to system reports shall survive the termination of this Agreement for a period of one (1) year.

6. PROGRAM ADJUSTMENTS

FIA reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

7. CONFIDENTIALITY OF AGREEMENT, AND MAILING LISTS

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. FIA and UIAA 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 provided that each party shall immediately notify the other party of the existence, terms and circumstances surrounding such request, consults with the other party on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information is required or deemed advisable, exercise reasonable 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 the other party designates. The foregoing shall in no way subject the party bound by the required disclosure to take any steps which would constitute a violation of law or of any governmental body with jurisdiction over such party.

FIA shall hold the Mailing Lists in strict and absolute confidence and shall not provide, sublicense, trade, give away, barter, lend, lease, sell or otherwise transfer Mailing Lists or portions thereof. Notwithstanding the foregoing, during the term of this Agreement, FIA may provide the Mailings Lists to third party contractors and/or affiliates of FIA for purposes related to the Program under appropriate confidentiality and use restrictions. Any breach by affiliates of FIA and/or third party contractors will be FIA's sole responsibility.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on **June 30, 2013**. 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 initial term or any renewal term, as applicable.

This Agreement shall supersede the Original Agreement in its entirety; however, Royalties earned in connection with Accounts opened under the Original Agreement for the period of January 1, 2006 through the Effective Date shall be paid directly to UIAA and shall not be used to offset any Guarantee payment under the Original Agreement or any Advance made under this Agreement.

Notwithstanding anything else in this Agreement to the contrary, neither party is obligated to the other under this Agreement and this Agreement shall have no force and effect and shall be null and void for all purposes unless and until FIA and University execute a document which terminates that certain Sponsorship Agreement dated April 6, 2000 between FIA and University.

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 FIA or UIAA, 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 upon the expiration of the sixty (60) day Cure Period. Notwithstanding the foregoing, in the event FIA elects not to terminate the Agreement after the Cure Period has run, FIA may, in its sole discretion, terminate the Agreement at any time thereafter, upon fifteen (15) days written notice.

(b) If either FIA or UIAA 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.

(c) Upon termination or expiration of this Agreement, FIA shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks and Mailing Lists. FIA agrees that upon such termination or expiration 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, after expiration or termination FIA may conclude all transactions that are required by law but shall not issue any new Credit Cards or renew any Credit Cards. For clarity, UIAA agrees for itself and University and Athletics, that FIA's license to use the Trademarks shall continue on a non-exclusive basis with respect to all credit devices issued to Customers prior to termination or expiration of the Agreement until the termination or expiration of the credit device.

(d) Each party shall have the right to prior review and approval of any notice prepared by the other party in connection with, relating or referring to the termination of this Agreement to be communicated by the other to the Members in the case of UIAA and to the Customers in the case of FIA. Such approval shall not be unreasonably withheld or delayed. Upon termination or expiration of this Agreement, UIAA shall not attempt to cause the removal of UIAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination or expiration 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 for FIA, then FIA 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, UIAA agrees that neither UIAA nor any UIAA 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, UIAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by UIAA 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 FIA, or offered any terms or incentives different from that offered to all Members.

11. 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 3(i), 4(b), 5(c), 7, 10(c), 10(d), 10(f), 13 and 14 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. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided for by law or in equity.
- (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 UIAA:

UNIVERSITY OF IOWA ALUMNI ASSOCIATION
100 West Park Road - 100 LCUA
Iowa City, IA 52242-1797

ATTENTION: President

Fax #: (319) 335-1079

(2) If to FIA:

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

ATTENTION: Director of National Sales

Fax #: (302) 432-0262

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. FIA may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through FIA's affiliates.
- (h) FIA and UIAA 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 UIAA and FIA, their successors and assigns, any rights or remedies under or by reason of this Agreement. UIAA may not assign this agreement without the prior written approval of FIA. FIA may assign this Agreement, provided, however, that FIA assigns the Agreement to an entity that has reasonable capacity to fulfill all financial and performance obligations of FIA under the Agreement and agrees in writing to assume such obligations.
- (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.

12. GROUP INCENTIVE PROGRAM

- (a) FIA shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UIAA pursuant to any GIP. UIAA shall give FIA at least thirty (30) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle UIAA to the GIP Account Compensation specified in **Schedule A-2**, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by UIAA for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Compensation as set forth in **Schedule A-2**.

- (c) In addition to all other rights it may have under this Agreement, FIA shall have the right of prior approval of all materials distributed by UIAA pursuant to any GIP. FIA shall have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by FIA in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UIAA pursuant to any GIP shall be deducted from any or all Royalty payments due UIAA under this Agreement.
- (e) UIAA shall comply with FIA's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.
- (f) To the extent email addresses are available, UIAA agrees, during the term of the Agreement, to conduct promotional emails after the form and content of such e-mails has been approved by FIA to describe the Program as follows:
- A minimum of four (4) email campaigns to Alumni Members (excluding faculty and staff of the University and parents of Student Members) per each twelve month period of the agreement;
 - A minimum of three (3) times per each of the fall and spring semesters to Student Members;
 - A minimum of one (1) time per each of the fall and spring semesters to faculty and staff of the University; and
 - A minimum of four (4) times per year to parents of Student Members.
- Any Credit Card Account generated pursuant to any such emails shall entitle UIAA to the GIP Compensation set forth on **Schedule A-2**.
- (g) UIAA may elect to conduct GIP Program sponsorship events at any University event, including, but not limited to, intercollegiate athletic events at which FIA is not conducting sponsorship events. Additionally, UIAA may elect to conduct GIP Program sponsorship events at all University home football games provided that FIA has first choice of Sponsorship locations and UIAA locations are approved in advance by FIA, which approval shall not be unreasonably withheld.

13. INDEMNIFICATION

UIAA and FIA each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith (including reasonable attorney fees and the costs of defense) resulting from either (i) the material breach of this Agreement by UIAA or FIA, respectively as the case may be, or its directors, officers, employees, agents or subcontractors, or (ii) the negligent or willful acts or omissions of UIAA or FIA, respectively as the case may be, or its directors, officers, employees, agents or subcontractors, in connection with the performance of its obligations under this Agreement. Each party shall promptly notify the other party in the manner provided

herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

14. CUSTOMER LIST

(a) Up to two times per calendar year, during the term of the Agreement (provided that notice of a party's intention to terminate the Agreement has not been given), FIA shall provide UIAA 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 Agreement, 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, FIA shall not provide any Customer List or Customer Information otherwise required to be provided by it to UIAA, and may restrict any use by UIAA of any Customer List or Customer Information which is provided by FIA to UIAA, if FIA 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 FIA.

(b) UIAA shall return to FIA each Customer List, in the same form as received by UIAA within thirty (30) days of receipt of such Customer List. On or before the effective date of termination of the Agreement, UIAA 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 was not independently obtained by UIAA from sources other than FIA and in any way relates to FIA, 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 FIA's then current destruction policy.

(c) Any Customer List provided to UIAA 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 UIAA. A violation of this Section is conclusively proven and the damages named hereinafter shall be deemed owed when FIA establishes the following:

- (i) that FIA 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 FIA or its affiliates to any third party.

(d) All Customer Lists are (i) confidential and proprietary and (ii) shall remain the sole property of FIA. UIAA expressly acknowledges and agrees that UIAA has no property right or interest whatsoever in any Customer List. UIAA 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 FIA. At all times UIAA shall keep in confidence and trust all Customer Lists. UIAA further agrees that it shall not transfer any Customer List to any other organization or individual under any circumstances, and UIAA 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 FIA prior to any such transfer. (This paragraph would prohibit, by means of example only, transferring any list of FIA cardholders to any financial institution during the term of the Agreement or after the termination of the Agreement.)

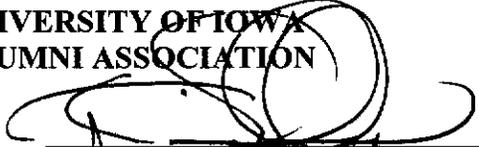
(e) UIAA shall have no authority to use the Customer List, excepting any information obtained independently by UIAA from sources other than FIA, for any purpose not expressly permitted by FIA in a separate writing. UIAA shall comply with any reasonable request of FIA with respect to security precautions to maintain the security of the Customer List. UIAA agrees to secure and safeguard the Customer List in strict accordance with the requirements of this Section and FIA's instructions, as communicated by FIA to UIAA from time to time. UIAA shall only permit access to the Customer List to those employees, volunteers, agents and/or representatives of UIAA who need such access to perform their duties for UIAA. In view of the confidential nature of the Customer List, UIAA warrants that UIAA 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 UIAA or its employees, volunteers, agents, and/or representatives, FIA 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, UIAA agrees that FIA shall be entitled to injunctive relief to prevent violation or further violation by UIAA 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 FIA from pursuing any other remedy on account of such breach or threatened breach.

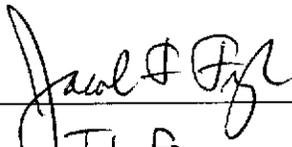
(g) In the event UIAA receives a request to disclose a Customer List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, UIAA agrees to: (i) immediately notify FIA of the existence, terms and circumstances surrounding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

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

**UNIVERSITY OF IOWA
ALUMNI ASSOCIATION**

By: 
Name: Vince Johnson
Title: President
Date: 9-15-06

FIA CARD SERVICES, N.A.

By: 
Name: Jake Frego
Title: SVP
Date: 11/7/06

SCHEDULE A-1

ROYALTY ARRANGEMENT

During the term of this Agreement, FIA will pay UIAA Royalties, for those accounts with active charging privileges, calculated as follows:

(All Royalty payments due hereunder are subject to adjustment by FIA for prior overpayment of Royalties by FIA.)

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer 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 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 consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by FIA (other than as a result of a courtesy waiver by FIA), then such royalty will be paid for each consumer 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 consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (four tenths of one percent of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student 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)).

B. REWARD CREDIT CARD ACCOUNTS

Notwithstanding any other provision of this Agreement, Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Section B of this **Schedule A-1**.

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 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. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by FIA (other than as a result of a courtesy waiver by FIA), 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.
3. 0.50% (fifty 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, money orders, bets, lottery tickets, or casino gaming chips)). In any year in which an advance has been recouped, the compensation paid thereafter for the balance of such contract year for Alumni Reward Credit Card Accounts will be 0.20% (twenty hundredths of one percent) of all retail purchase transaction dollar volume generated by alumni Customers using a 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, money orders, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (four tenths of one percent of one percent) of all retail purchase transaction dollar volume generated by Customers using a Student 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, money orders, bets, lottery tickets, or casino gaming chips)). In any year in which an Advance has been recouped the amount of compensation paid thereafter for the balance of such contract year for Student Reward Credit Card Accounts shall be 0.12% (twelve hundredths of one percent) of all retail purchase transaction dollar volume generated by student Customers using a Student 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, money orders, bets, lottery tickets, or casino gaming chips)).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$.50 (one half of one dollar) 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 shall 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 shall 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 (60) days of the end of the calendar year.
3. \$2.00 for each applicable twelve (12) month period that each Gold Reserve Account remains open and active charging privileges are in force.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$.50 (one half of one dollar) 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 shall 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 shall 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 (60) days of the end of the calendar year.
3. \$2.00 for each applicable twelve (12) month period that each Gold Option Account remains open and active charging privileges are in force.

E. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

F. ROYALTY ADVANCE

1. (a) Within thirty (30) days after the full execution and delivery of this Agreement by FIA and UIAA, FIA shall pay to UIAA an advance of \$1,000,000 (one million dollars) as an advance against future Royalties, subject to the provisions set forth below; and (b) within thirty (30) days of the first through sixth annual anniversaries of the Effective Date during the initial term of this Agreement, FIA shall pay to UIAA the sum of \$1,000,000 (one million dollars), as additional advances against future Royalties, subject to the provisions set forth below (each payment under (a) and (b) hereof is an "Advance"). All Royalties accrued (which does not include GIP Compensation described in Schedule A-2, Special and Additional New Account Royalties described in H. and I. of this Schedule A-1, or reimbursements), shall, in lieu of direct payment to UIAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UIAA as set forth in Section 5(a) of this Agreement. Notwithstanding the foregoing, the Advances are subject to the following:

In the event that UIAA (or through the acts or omissions of its affiliates, University and Athletics) breaches any of its material obligations under this Agreement or in the event of UIAA's insolvency under Section 10.b of the Agreement, and after receiving from FIA written notice of such breach does not cure or substantially cure such breach within the prescribed Cure Period pursuant to the provisions of Section 10(a), then FIA shall no longer be obligated to pay any additional Advances to UIAA hereunder, and, if

FIA chooses to terminate the Agreement, UIAA promises to repay to FIA within fifteen (15) days after the end of the Cure Period an amount equal to (I) the aggregate amount of all Advances paid to UIAA pursuant to this paragraph F from the Effective Date, minus (II) the aggregate total of Royalties earned pursuant to this Schedule A-1 (but not including Sections H and I thereof) (which, for clarity, does not include any GIP Compensation described in Schedule A-2, any Special and Additional New Account Royalties described in H and I of this Schedule A-1, or any required reimbursements pursuant to the terms of the Agreement) that have been properly credited in accordance with the Agreement by FIA against such Advances. For clarity, UIAA shall remain entitled to offset against any Advances the qualifying Royalties earned up to the date of termination.

If FIA chooses not to immediately terminate the Agreement, UIAA hereby promises to repay FIA within fifteen days after the end of the Cure Period, an amount equal to \$500,000. From the date of such payment and thereafter, UIAA shall receive only earned Royalties pursuant to this Schedule A-1 (but not including Sections F and G thereof) and Schedule A-2 under the Agreement. For clarity, any required reimbursements by FIA pursuant to the terms of the Agreement will be paid to UIAA and FIA will no longer be obligated to Advance pursuant to this Section F.

If FIA does not immediately terminate the Agreement but instead terminates the Agreement within two hundred and seventy (270) days from the end of the applicable Cure Period UIAA will return to FIA within fifteen (15) days of UIAA's receipt of notice of termination from FIA, an amount equal to the aggregate total of all Advances paid by FIA hereunder less \$500,000 (if such amount has been paid by UIAA pursuant to the preceding paragraph) and less the aggregate total of Royalties earned pursuant to this Schedule A-1 (but not including Sections H and I thereof) (which, for clarity does not include any GIP Compensation described in Schedule A-2, any Special and Additional New Account Royalties described in H and I of this Schedule A-1, or any required reimbursements by FIA pursuant to the terms of the Agreement) that have been properly credited in accordance with the Agreement by FIA against such Advances. For clarity, UIAA remain entitled to offset against any Advances the qualifying Royalties earned up to the date of termination.

(ii) In the event of any breach of the obligations set forth below in (a)-(f) by UIAA, University or Athletics (which has not been cured pursuant to the terms and provisions set forth in Section 10(a)), then each such breach shall be a material breach by UIAA of this Agreement, subject to the remedies set forth above.

(a) FIA is prohibited or otherwise prevented through no material fault of FIA from conducting the direct mail campaigns as provided for in

Schedule B of the Agreement to the updated Mailing Lists during each consecutive twelve month period during the term of the Agreement;

- (b) FIA is prohibited or otherwise prevented through no material fault of FIA from conducting the telemarketing campaigns as provided for in Schedule B of the Agreement to the updated Mailing Lists during each consecutive twelve month period during the term of the Agreement;
 - (c) FIA is prohibited or otherwise prevented through no material fault of FIA from conducting more than 5% of the on-campus promotion campaigns (e.g., tabling) at major events on campus and at all appropriate athletics events, as provided in the Agreement or as listed on Attachment #1, during each consecutive twelve month period during the term of the Agreement;
 - (d) FIA is prohibited or otherwise prevented through no material fault of FIA from exercising Internet marketing opportunities, as provided in the Agreement or as listed on Attachment #1, on UIAA and Athletics web sites; or
 - (e) FIA is prohibited or otherwise prevented through no material fault of FIA from conducting periodic e-mail promotions, "take one" insert campaigns or program and public address system announcements in support of Program event marketing at major events on campus and at Athletics events as provided in the Agreement or as listed on Attachment #1.
 - (f) UIAA, University or Athletics (other than as specifically provided for in Section 2(a) of the Agreement): (i) enters into, endorses, sponsors or promotes any Financial Service Products of any organization other than FIA; (ii) licenses or allows others to license the Trademarks in relation to or for promoting any Financial Service Products of any organization other than FIA; or (iii) sells, rents or otherwise makes available or allows 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 Product with any entity other than FIA.
- (iii) In the event that any of the circumstances described in Schedule A-1, Section (1) (ii) (a) – (e) occurs and is the result of the actions of any third party (other than University or Athletics, as specifically set forth above), FIA may terminate the Agreement by providing fifteen (15) days notice to UIAA. If the Agreement is terminated pursuant to this Section F(1)(iii) then FIA shall no longer be obligated to pay any additional Advances or Royalties to UIAA hereunder after the date of such occurrence, and FIA will not be able to recoup and UIAA will not be required to return any Advances paid prior to the date of such occurrence.

- (iv) UIAA shall not be required to repay any portion of an Advance if UIAA has terminated the Agreement as a result of FIA's uncured material breach pursuant to the provisions of Section 10.a. of the Agreement, for FIA's insolvency under Section 10.b of the Agreement, or if FIA has terminated due to a material change under Section 10.e. of the Agreement.

2. If during any given year(s) during the initial term of this Agreement FIA recoups all prior Advances paid by it to UIAA in prior years, and pays UIAA Royalties accrued by UIAA over and above the Royalties used by FIA to recoup such prior Advances (the "Paid Out Royalties"), then FIA may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

G. ROYALTY GUARANTEE

In the event the Agreement is terminated by UIAA as a result of an uncured material breach by FIA that is not related to a material fault of UIAA (or to any material fault related to the acts or omissions of its affiliates, University and Athletics), UIAA shall be guaranteed Royalties (including without limitation the amount of the Advances but not including the amount of any GIP or any amount paid pursuant to Sections H and I of this Schedule A-1) equal to \$7,000,000 (seven million dollars) by the end of the full initial term of the Agreement

H. SPECIAL NEW ACCOUNTS ROYALTY

Upon reaching 30,000 new FIA generated (excludes GIP Accounts) Credit Card Accounts and Student Credit Card Accounts opened during the term of this agreement that qualify for Royalties under preceding paragraphs A.1., A.2., B.1. or B.2 of this Schedule A-1, FIA shall within 30 days thereafter pay to UIAA an additional one-time royalty payment ("Special New Accounts Royalty") of \$100,000; provided, however, if FIA has before such time paid the one-time Special GIP Compensation described in paragraph 3 of Schedule A-2, then no Special New Accounts Royalty payment under this paragraph H. shall be payable. This Special New Accounts Royalty obligation (or the Special GIP Compensation, whichever of the two may be first paid) shall be in addition to, and not in lieu of, any other Royalty payments, GIP Compensation, Sponsorship and Marketing Fees, and reimbursements due hereunder; and shall be in addition to and not credited against the Royalty Guarantee.

I. ADDITIONAL NEW ACCOUNTS ROYALTY

Upon reaching 40,000 new Credit Card Accounts and Student Credit Card Accounts opened during the term of this agreement that qualify for Royalties under the preceding paragraphs A.1., A.2., B.1. or B.2 of this Schedule A-1, FIA shall within 30 days thereafter pay to UIAA an additional one-time royalty payment of \$100,000. This additional Royalty obligation shall be in addition to, and not in lieu of, any other Royalty payment, GIP Compensation, Sponsorship and Marketing Fees, or reimbursements due hereunder; and shall be in addition to and not credited against the Royalty Guarantee.

SCHEDULE A-2
GIP ACCOUNT COMPENSATION

All GIP Account Compensation shall be in addition to any Royalties paid pursuant to Schedule A-1 and paid directly to UIAA, within forty-five (45) days after the end of each calendar quarter during the term of this Agreement as set forth below: GIP Accounts will not qualify for any other opening-of-an-account Royalty.

1. \$75.00 (seventy five 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 (90) 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
2. \$75.00 (seventy five 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.
3. Upon reaching 7,000 new GIP Accounts opened during the term of this agreement that qualify for GIP Compensation under the immediately preceding paragraphs 1 or 2, FIAA shall within 30 days thereafter pay to UIAA an additional one-time GIP Compensation of amount of \$100,000 ("Special GIP Compensation"); provided, however, if FIA has before such time paid the one-time Special New Accounts Royalty described at paragraph H of Schedule A-1, then no Special GIP Compensation under this paragraph 3 shall be payable.

SCHEDULE B

Permitted Intervals for FIA's Use of Member Lists or Portions thereof;

1. FIA shall be permitted to use Member Lists to conduct an unlimited number of **direct mail campaigns** to **Alumni Members** (excluding University faculty and staff and parents of Student Members – see 6 & 8 below) during each twelve month period during the term of the Agreement;
2. FIA shall be permitted to use Member Lists to conduct an unlimited number of **telemarketing campaigns** to **Alumni Members** (excluding University faculty and staff and parents of Student Members – see 7 & 9 below) during each twelve month period during the term of the Agreement;
3. FIA shall be permitted to use Member Lists to conduct up to six (6) **direct mail campaigns** to **Student Members** at their **local (campus) mailing address** during each twelve month period during the term of the Agreement;
4. FIA shall be permitted to use Member Lists to conduct one (1) **direct mail campaign** to **Student Members** at their **permanent/home mailing address** during each twelve month period during the term of the Agreement;
5. FIA shall be permitted to use Member Lists to conduct two (2) **telemarketing campaigns**, during each of the fall and spring semesters to **Student Members** during each twelve month period during the term of the Agreement;
6. FIA shall be permitted to use Member Lists to conduct one (1) **direct mail campaign** during each of the fall and spring semesters to **faculty and staff** of the University during each twelve month period during the term of the Agreement;
7. FIA shall not use Member Lists to conduct **direct telemarketing campaign** to **faculty and staff** of the University;
8. FIA shall be permitted to use Member Lists to conduct up to four (4) **direct mail campaigns** to **parents of Student Members** during each twelve month period during the term of the Agreement; and
9. FIA shall be permitted to use Member Lists to conduct up to four (4) **telemarketing campaigns** to **parents of Student Members** during each twelve month period during the term of the Agreement.

Requirements for UIAA's Updating of Member Lists

UIAA shall, subject to the notice requirements of the Agreement, update Member Lists or portions thereof for the purposes of each permitted use as specified in this Schedule B.

ATTACHMENT #1
Marketing Opportunities – Fees

In accordance with Section 2(h) of this Agreement, UIAA shall, or shall cause the University, to provide the marketing opportunities described below to FIA. FIA shall be responsible for meeting applicable deadlines for using these opportunities. The contents of promotional information and materials used in connection with such marketing opportunities shall be determined by FIA subject to the UIAA's approval (such approval shall not be unreasonably withheld or delayed). The annual consideration, "Marketing Fees", during each contract year during the term of this Agreement for making available such marketing opportunities shall be \$200,000, which amount shall be allocated by UIAA from the Advance and/or Royalties for such contract year paid by FIA to UIAA hereunder. To the extent any described marketing opportunity becomes no longer available as a result of the upgrading and replacing of equipment or discontinuation of a program or communication, UIAA will make available a comparable marketing opportunity, reasonably acceptable to FIA.

- A. **SIGNAGE AND MESSAGES IN KINNICK STADIUM AND CARVER-HAWKEYE ARENA** (such opportunities to be provided at all University controlled Athletics events and to the extent not prohibited by the terms for participation when the University does not control the Athletics event such as post season play and special exhibitions).
1. **Kinnick Stadium (or other home game arena)**
 - (a) One (1) location of tri-vision space measuring 11-feet wide by 7-feet and 4 inches high and located on the auxiliary scoreboard in the northwest corner the stadium.
 - (b) Five (5) University of Iowa Alumni Association "News" messages on the large-scale video display during each intercollegiate athletic event in the stadium.
 - (c) Two (2) 30-second commercials on the large scale video display during each intercollegiate athletic event in the stadium. (UIAA will at its expense provide or cause to be provided the air time; FIA will at its expense provide the advertisement.)
 2. **Carver-Hawkeye Arena (or other home game arena)**
 - (a) One (1) location of tri-vision space measuring 5-feet and 5 inches high by 7-feet and one inch wide and located on the video wall on the east side of the arena.
 - (b) One (1) location of tri-vision space measuring 5-feet and 5 inches high by 7-feet and one inch wide and located on the video wall on the west side of the arena.

- (c) One (1) location of rotating space measuring 3-feet high by 10-feet wide and located immediately above the tunnel entrance to the playing floor of the arena.
- (d) One (1) location of sponsorship space measuring 3-feet high by 30-feet long and located at the front of the official scorer's table.
- (e) A minimum of three (3) sponsorship messages on the full-color electronic message centers located adjacent to the north and south scoreboards in Carver-Hawkeye Arena. The timing of which will be mutually agreed to by the parties.

B. PRINT ADVERTISING OPPORTUNITIES

- 1. One (1) full page, full color advertisement in each of the souvenir programs produced for the following intercollegiate athletic home events: (a) football, (b) men's basketball, and (c) women's basketball. The advertisement shall receive a premium location within each of the programs. (UIAA will at its expense provide or cause to be provided the advertising space; FIA will at its expense provide the advertisement.)
- 2. One (1) ongoing full page, full color advertising space in "Voice of the Hawkeyes" and two (2) editions of the official Athletics newsletter of the University (currently, *Hawk Talk*). The two editions shall be determined by FIA. (UIAA will at its expense provide or cause to be provided the advertising space; FIA will at its expense provide the advertisement.)

C. DIRECT MARKETING OPPORTUNITIES

- 1. Full access to conduct marketing events (e.g., tabling) for the Program at: (i) all University home football games; (ii) any University men's or women's basketball games or wrestling matches to be determined by FIA and subject to the approval of the UIAA (such approval shall not be unreasonably withheld or delayed); and (iii) other mutually agreed upon intercollegiate athletic events staged on the University campus.
- 2. As many as six (6) locations when conducting marketing events (each a "Location") within the athletic facility or directly outside an entrance or in close proximity of the facility staging the event, except for events held at Carver-Hawkeye Arena in which FIA may have as many as two (2) Locations. The Locations shall be at prominent locations and FIA and UIAA shall mutually agree upon the locations.

3. Reasonable vehicular access, and parking passes when necessary, to the facility in which FIA will be conducting marketing events. Such vehicle access shall, to the extent possible, provide the FIA vehicle a convenient position, in relation to each Location, to unload/load.
4. Authorization and access to set up each Location at least one (1) hour prior to the gates opening for the event at which FIA is conducting marketing activities.
5. The right to distribute take-one applications for the Program with season ticket mailings for football, men's and women's basketball, wrestling, softball and volleyball.
6. The right to place Athletic Trademarks on premium items distributed to individuals successfully completing applications, all subject to UIAA's prior approval as provided in Section 3(h) of the Agreement.

Any issues concerning marketing events not specifically mentioned above will be settled to the satisfaction of both FIA and UIAA, and both parties agree to be reasonable.

D. EVENT TICKETS AND PARKING ACCESS

1. University shall distribute game passes to all FIA employees and agents that are conducting the marketing events. To the extent that they are informed of the rules and regulations, FIA agrees that all FIA employees and agents will follow University rules and regulations when conducting marketing events.
2. University shall provide FIA with a minimum of four (4) grade 1 or grade A parking permits/passes for each event at which FIA will be conducting direct marketing events.

E. TELEVISION ADVERTISING OPPORTUNITIES

One (1) 30-second television commercial and opening billboard in each edition of the "Iowa Football with Kirk Ferentz" and "Iowa Basketball with Steve Alford" television shows, or such shows of their respective successors. The timing of which will be mutually agreed to by the parties. (UIAA will at its expense provide or cause to be provided the air time; FIA will at its expense provide the advertisement.)

F. INTERNET MARKETING OPPORTUNITIES

One (1) link on a prominent location of the home page of the official world wide web site of the intercollegiate athletics program at the University of Iowa (currently, www.hawkeyesports.com), and one (1) link on the rotation of patrons appearing on secondary pages of the site.

G. MISCELLANEOUS MARKETING OPPORTUNITIES

(If and as such events may occur.)

1. Designation as the presenting supporter of the University of Iowa Athletic Department's annual "Hawkeye Carnival."
2. Designation as the presenting supporter of the University of Iowa Athletic Department's annual "Game Night" event.
3. Designation as a participant in the University of Iowa's Partners in Excellence program.

ATTACHMENT # 2

REWARDS AGREEMENT

This Agreement and Schedule A (the "**Agreement**") is entered into as of this 1st day of July, 2006 (the "**Effective Date**") by and between FIA Card Services, N.A., a national banking association having its principal place of business at 1100 North King Street, Wilmington, Delaware 19884-____ Wilmington, Delaware ("**FIA**"), and STATE UNIVERSITY OF IOWA ALUMNI ASSOCIATION, a separately incorporated Iowa non-profit corporation having its principal place of business at 100 West Park Road, 100 LCUA, Iowa City, IA 52242-1797 ("**UIAA**"), for themselves, and their respective successors and assigns.

WHEREAS, FIA desires UIAA to provide goods and or services in connection with FIA designated customer rewards. Those specific goods and or services and their respective wholesale cost are described in Schedule A (collectively referred to as the "**Iowa Rewards**"), as the same may be amended from time to time;

WHEREAS, UIAA, as an independent contractor desires to make available to FIA to offer and provide to FIA cardholders the Iowa Rewards.

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

1. **RECITALS**

The recitals are incorporated herein as if set forth in their entirety

2. **RIGHTS AND RESPONSIBILITIES OF UIAA**

(a) UIAA shall provide and fulfill the Iowa Rewards described in Schedule A in the quantities and intervals specified therein, to the FIA cardholders specified by FIA (in FIA's sole discretion) and agrees to comply with FIA's rules and instructions as established for the customer reward program terms and conditions.

(b) All products and services delivered under this Agreement will meet or exceed UIAA's then-current standards and specifications, or as established between UIAA and FIA in writing or otherwise. UIAA shall purchase all products and services solely from suppliers who demonstrate, to UIAA's continuing reasonable satisfaction, the ability to meet UIAA's standards and specifications, and possess adequate quality controls and capacity to supply UIAA's needs promptly and reliably.

(c) UIAA shall provide to FIA a written accurate description of the Iowa Rewards. The parties shall mutually determine the quantities of each Iowa Reward which will be available for the program as well as the terms and conditions of redemption and the corresponding point values for each Iowa Reward.

(d) If for any reason the Iowa Rewards, or any portion thereof, is discontinued or terminated, UIAA agrees to abide by the terms originally communicated to those FIA cardholders who have already requested such Iowa Reward. UIAA is obligated to provide

Iowa Rewards not less than 12 months beyond termination or expiration of this Agreement.

(e) UIAA shall notify FIA, of each modification to and/or termination to any UIAA Rewards in writing at least one hundred and twenty (120) days prior to the effective date of such modification or termination, or as otherwise mutually agreed to by FIA and UIAA.

(f) UIAA agrees that it is solely and exclusively responsible and liable for all suits, causes of action, express or implied warranties, damages, losses and claims of negligence or product liability arising from the fulfillment of any and all Iowa Rewards provided by or on behalf UIAA regardless of whether such Iowa Rewards were provided for a price or free of charge.

3. **RIGHTS AND RESPONSIBILITIES OF FIA**

(a) FIA shall within 30 days after the execution of this Agreement, pay to UIAA a one time fee of \$40,000 to help offset the direct and indirect costs incurred by UIAA in developing the Iowa Rewards.

(b) FIA shall design all advertising, solicitation and promotional materials with regard to the Iowa Rewards, all Iowa Reward fulfillment materials and Iowa Rewards advertising and solicitation materials to be used. All such material shall be subject to the reasonable approval of UIAA, which approval shall not be unreasonably withheld or delayed.

(c) FIA shall be solely responsible for all marketing of the Iowa Rewards. FIA shall have sole discretion in determining the method, manner, content and frequency of all such marketing.

(d) FIA shall have the right from time to time to audit UIAA's performance under this Agreement and to inspect samples to be delivered to FIA cardholders prior to their intended delivery upon three (3) days' prior written notice. Such audits may take place at UIAA's facility. UIAA will cooperate with FIA in connection with such audits. UIAA shall not utilize any products or services governed under this Agreement until UIAA has received FIA's written approval, which will not be unreasonably withheld.

4. **COMPENSATION**

(a) In consideration for the Iowa Rewards to be provided or supplied by UIAA, FIA shall compensate or reimburse UIAA (in addition to the payment specified above in section 3 (a) of this Agreement) on the terms and conditions set forth in Schedule A, as the same may be amended from time to time by written agreement of the parties and incorporated herein by this reference. Any costs or expenses incurred by UIAA in the performance of this Agreement which are not specifically set forth in Schedule A shall be the sole responsibility of UIAA.

(b) All invoices for payment shall be forwarded to FIA. Each invoice shall be itemized and detail all authorized expenses. UIAA shall provide FIA with such documents and information as requested by FIA to support any invoice. Invoices shall be payable within thirty (30) days of receipt. Disputed invoices shall be paid within thirty (30) days after resolution of the dispute. FIA may audit UIAA's records and shall be provided with a refund in the event of an overcharge or shall pay any due and owing amount in the event of an underpayment.

5. **REPRESENTATIONS AND WARRANTIES**

(a) UIAA and FIA 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, license, permit, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect; and (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) UIAA represents and warrants to FIA as of the date hereof and throughout the term of this Agreement: (i) UIAA shall supply all Iowa Rewards in accordance with the terms of this Agreement and any reasonable additional FIA instructions, policies and procedures made known to it; (ii) UIAA shall perform all of its obligations under this Agreement in compliance with FIA's instructions as to all applicable laws, ordinances, legislation and government agency orders and regulations; (iii) UIAA has a valid license to use, sublicense and distribute the third-party logos, trademarks, and other third party intellectual property used in conjunction with the Iowa Rewards supplied hereunder. Such use, license, and distribution is free of all claims and threats of claims and does not violate any rights of any third party, including any copyright, trade secret or other proprietary rights. Upon request, UIAA shall provide FIA with documentation evidencing UIAA's compliance with this representation; and (iv) UIAA has the means, methods and resources to perform its obligations under this Agreement.

6. **INDEMNIFICATION**

(a) UIAA shall indemnify, release, discharge, defend and hold harmless FIA, its affiliates and subsidiaries, and their respective principals, partners, directors, officers, shareholders, beneficiaries, trustees, employees, agents, successors, and assigns (collectively "Indemnitees") from and against: (i) any claims, liabilities, demands, suits, actions, causes of action, judgments, settlements, attorney's fees, damages, fines, penalties, fees, costs and expenses arising out of, related to or under UIAA's acts or omissions pursuant to this Agreement, whether caused in whole or in part by the negligent or willful acts or omissions of UIAA or its employees, subcontractors, representatives or agents; and (ii) any actual or alleged infringement of any patent or copyright arising out of or in connection with UIAA's performance of the services or the use of materials and equipment furnished by UIAA for or in connection with the Iowa Rewards; and (iii) any taxes, penalties, interest and/or fines assessed against any of the Indemnitees in connection with UIAA's performance of this Agreement or the Iowa Rewards by any governmental unit. FIA shall promptly notify UIAA in the manner provided herein upon learning of, claims or complaints that may reasonably result in an indemnification obligation of UIAA.

(b) Any language in the materials, fulfillment materials, or any other documentation prepared or delivered by UIAA which purports to limit the liability of UIAA to any FIA cardholder or to any other person due to the failure of the Iowa Rewards, or due to any other cause, shall also limit the liability of FIA, its affiliates and subsidiaries, due to the same causes.

(c) FIA shall indemnify and hold harmless UIAA and its respective directors, officers, agents, contractors employees, affiliates, insurers, successors and assigns (collectively "UIAA Indemnities") from and against any claims, liabilities, demands, suits, actions, causes of action, judgments, settlements, attorney's fees, damages, fines, penalties, fees, costs and expenses arising out of , related to or under FIA's acts or omissions pursuant to this Agreement, whether caused in whole or in part by the negligent or willful acts or omissions of FIA or its employees, subcontractors, representatives or agents. UIAA shall promptly notify FIA in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by FIA.

7. **INSURANCE**

UIAA shall, at its sole cost and expense, procure and maintain in full force and effect, the following minimum insurance coverages, plus such other coverages which may be reasonable and customary for UIAA's industry, with an insurance carrier which is at least "A" rated by A.M. Best's:

General Liability:	\$2,000,000 General Aggregate
Operations 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
Umbrella/Excess Liability:	\$5,000,000 Each Occurrence

All certificates of insurance shall name FIA, its affiliates and subsidiaries as additional insured. All certificates of insurance shall require that FIA 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 and insurance notifications shall be sent to FIA to the attention of FIA's e Purchasing Department at the following address:

FIA Card Services, N.A.
Vendor Control-Corporate Purchasing
Wilmington, DE 19884-1432

and approved by said department prior to commencement of services under this Agreement. UIAA shall furnish to FIA renewal certificates of insurance so long as this Agreement is in effect.

8. **CONFIDENTIALITY**

(a) 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. FIA and UIAA 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 requested by any governmental regulatory authority.

(b) UIAA shall have no authority to use any information (*e.g.*, names and addresses) about FIA cardholders ("Cardholder Information") for any purpose other than to fulfill the Iowa Rewards or as expressly permitted by FIA in a separate writing. UIAA shall comply with any reasonable request of FIA with respect to security precautions to maintain the security of the Cardholder Information. UIAA agrees to secure and safeguard the Cardholder Information in strict accordance with the requirements of this Section and FIA's instructions, as communicated by FIA to UIAA from time to time. UIAA shall only permit access to the Cardholder Information List to those employees, volunteers, agents and/or representatives of UIAA who need such access to perform their duties for UIAA. In view of the confidential nature of the Cardholder Information, UIAA warrants that UIAA and all its employees, volunteers, agents and/or representatives who work with any Cardholder Information shall be made aware of the obligations contained in this Section and shall be under strict legal obligation not to copy any Cardholder Information, transfer any Cardholder Information or make any other use of any Cardholder Information other than as specifically approved by this Section. Upon request by FIA, UIAA shall destroy all Cardholder Information in its possession.

9. **TERM AND TERMINATION**

(a) The initial term of this Agreement will begin on the Effective Date and end on the day that the Amended and Restated Affinity Agreement between UIAA and FIA, dated as of 9/30, 2013 terminates.

(b) In the event of any material breach of this Agreement by FIA or UIAA, 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.

(c) Notwithstanding the foregoing, FIA shall have the option to immediately terminate this Agreement upon notice to UIAA in the event any of the following should occur: (i) UIAA becomes insolvent in that liabilities exceed assets; (ii) the filing of a petition for UIAA's bankruptcy, whether voluntary or involuntary, or the assignment of UIAA's assets for the benefit of creditors, or a trustee or receiver is appointed to take charge of the business of UIAA for any reason, or UIAA becomes insolvent or voluntarily or involuntarily dissolves; (iii) UIAA, 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; (iv) UIAA engages in any conduct that FIA reasonably determines has or may have an adverse effect on FIA's reputation with its FIA cardholders or in the marketplace; or (v) in FIA's reasonable determination, the continuation of this Agreement would violate any applicable law or governmental rule, regulation or guidance.

10. **MISCELLANEOUS**

(a) **Survival.** Provisions regarding indemnity and confidentiality shall survive the termination of this Agreement.

(b) **Notices.** Notices shall be sent in writing to the applicable addresses first written above, or to such other addresses as the parties may specify and shall be sent via hand delivery or overnight delivery with signature required.

(c) **Complete Agreement.** This Agreement constitutes the entire understanding of the parties as to the subject matter set forth herein and supersedes any prior oral or written agreement of the parties concerning said subject matter.

Any terms in any document prepared by UIAA which contradict or are less favorable for FIA than the terms of this Agreement, or which limit FIA's rights or UIAA's liability, or which impose obligations on FIA which are greater than those in this Agreement, shall be null and void, regardless of whether such document is executed by FIA unless such terms are incorporated by amendment into this Agreement.

(d) **Amendments.** This Agreement cannot be amended except by writing signed by FIA and UIAA.

(e) **Governing Law.** 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. UIAA consents to submit to the jurisdiction of the courts of the State of Delaware for any actions, suit, claim, controversy or proceeding arising out of or relating to this Agreement and waive any right to seek any change of jurisdiction or venue.

(f) **Injunctive Relief.** UIAA and FIA each agree that the other would suffer immediate and irreparable harm in the event this Agreement is breached. In the event of a breach or the threatened breach of the provisions of this Agreement, the non-breaching party shall be entitled to seek injunctive relief restraining the breaching party from such breach or threatened breach and to enforce the provisions herein in either a state or federal court located in Delaware. Each party 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 either party from pursuing any other remedy on account of such breach or threatened breach.

(g) **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 portions had not been contained herein.

(h) **Strict Compliance.** Failure by either party to insist upon strict compliance with any terms, covenants and conditions of this Agreement shall not be deemed a waiver or relinquishment by the other of any similar right or power hereunder at any subsequent time or of any other provision hereof.

(i) **Counterpart.** This Agreement may be executed in counterpart, and all such executed documents when taken together, shall have the same force and effect as a single document.

(j) **No Obligation to Transact.** Except as otherwise expressly provided, nothing in this Agreement shall create or imply any obligation or commitment on or by FIA to purchase or sell any products or services to or from UIAA

(k) **Trade Usage.** Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any term used herein.

(l) **Exclusivity.** This Agreement is non-exclusive. FIA is free to purchase rewards similar to the Iowa Rewards from other suppliers. There is no minimum amount of Iowa Rewards that FIA is required to purchase hereunder.

(m) **Independent Contractor.** UIAA is an independent contractor and not an agent or employee of FIA. UIAA shall furnish, at its expense, all labor, supervision, materials, and equipment required to provide the UIAA Rewards. Every employee of UIAA providing the Iowa Rewards to FIA will continue as an employee of UIAA. UIAA shall be liable to such employees 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. UIAA shall indemnify and hold FIA, its shareholders, directors, officers, employees, and representatives, harmless against any liability for any claims arising out of breach of this representation by UIAA. Neither party shall have the power to bind the other in any manner whatsoever.

(n) **Assignment.** This Agreement shall be binding upon the parties hereto, their successors, personal representatives and assigns. UIAA may not assign this Agreement or any of its rights, duties or obligations under this Agreement to any person or entity or subcontract its obligations hereunder without the prior express written consent of FIA, except that the University of Iowa and/or any of its offices, colleges, departments and divisions, including but not limited to its Department of Intercollegiate Athletics, are permissible subcontractors for UIAA's performance hereunder. FIA may assign this Agreement.

(o) **Force Majeure.** Neither party shall be liable to the other for delays in the performance of this Agreement caused by unforeseen circumstances beyond its control, including but not limited to, acts of God, wars, strikes, fires floods, shortages of labor or materials, labor disputes, accidents, governmental restrictions or other causes beyond the delaying party's reasonable control. In the event of any such delay, the date of performance shall be deferred for a period equal to the time lost by reason of delay. Each party shall notify the other in writing of any such events or circumstances that give rise to a delay in performance under this paragraph promptly after their occurrence.

(p) **Title Headings.** Title headings herein are for convenience of reference only and shall not be considered in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first set forth above.

FIA Card Services, N.A.

By: Jacob [Signature]

Name: Jake Prego

Title: SVP

Date: 11/7/06

University of Iowa Alumni Association

By: [Signature]

Name: Lincoln Johnson

Title: President

Date: 9-15-06

SCHEDULE A
(TO REWARDS AGREEMENT)

This Schedule A, dated July 1, 2006, is made part of the Rewards Agreement, dated July 1, 2006 (the "Agreement") between FIA and UIAA.

Reward Title: VIP Stadium Tour for Two (2) or Four (4)

Suggested Points Required: 4,000 (May be upgraded to a 4 person tour for 7,000 points)

Description: The reward recipient and their guest will be hosted on a game day tour of Kinnick Stadium including the new press box and club seating area, and a Hawkeye souvenir. Stadium tours will be conducted prior to a Hawkeye home game and will be part of a group tour not to exceed 20 people.

Restrictions: Good only for regular season home games and subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: Cost of souvenirs to UIAA plus reasonable shipping and handling costs if applicable; total not to exceed \$32.00 (Thirty-two dollars) for 4 person tour.

Reward Title: VIP Locker Room and Training Facility Tour for Two (2) or Four (4)

Suggested Points Required: 4,000 (May be upgraded to a 4 person tour for 7,000 points)

Description: The reward recipient and their guest will be hosted on a tour of the Jacobsen Building – the headquarters for the Iowa Hawkeye football team including the weight room, locker room, training room, and meeting rooms. The tour will include a Hawkeye souvenir and will be part of a group tour not to exceed 20 people.

Restrictions: Tour dates are limited and subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: Cost of souvenirs to UIAA plus reasonable shipping and handling costs if applicable; total not to exceed \$32.00 (thirty-two dollars) for 2 person tour, \$56.00 (fifty six dollars) for 4 person tour .

FINAL

Reward Title: UI Bucks Vouchers

Suggested Points Required: 7,500

Description: The reward recipient will receive a \$75.00 (seventy-five dollar) voucher redeemable for goods and services at selected University of Iowa departments and selected Iowa City businesses.

Restrictions: The vouchers will have a 3-year expiration date.

Reward begin date: May 1, 2006

End date:

Cost to FIA: FIA will reimburse UIAA \$60.00 (sixty dollars) per voucher redeemed.

Reward Title: Hawkeye Game-used Football

Suggested Points Required: 8,000

Description: The recipient will receive a genuine Hawkeye game football used during a Hawkeye football game.

Restrictions: Subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$64.00 (Sixty-four dollars)

FINAL

Reward Title: Hawkeye Game-used Football Jersey

Points Required: 15,000

Description: The reward recipient will receive an authentic Hawkeye game jersey worn by a player during a Hawkeye football game.

Restrictions: Subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$120.00 (One hundred and twenty dollars)

Reward Title: Courtside at Carver-Hawkeye Arena for Two (2)

Points Required: 15,000

Description: The reward recipient will receive two (2) courtside seats to the Hawkeye regular season athletic event of their choice at Carver-Hawkeye Arena and two (2) vouchers for use at the Carver-Hawkeye concession stand.

Restrictions: Subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$75.00 (Seventy five dollars)

FINAL

Reward Title: Hawkeye Game-used Football Helmet

Points Required: 20,000

Description: The reward recipient will receive an authentic Hawkeye football helmet worn by a player during a Hawkeye football game.

Restrictions: Subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$160.00 (One hundred and sixty dollars)

Reward Title: Football pre-game sideline passes and game tickets for Two (2)

Points Required: 20,000

Description: The reward recipient will receive two (2) pre-game sideline passes, two (2) game tickets, and two (2) concession vouchers for the regular season Hawkeye football game of their choice.

Restrictions: Subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$100.00 (one hundred dollars)

FINAL

Reward Title: Two (2) Tickets to the Annual Sports Banquet of your choice.

Points Required: 20,000

Description: Celebrate the end of another successful football season by taking a guest to the annual football banquet. We can't guarantee it, but with the proper advance notice we'll do our best to seat you with the player of your choice.

Restrictions: None.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$100.00 (one hundred dollars)

Reward Title: Autographed Merchandise

Points Required: ~~12,125~~ 12,500

J.W. 9-15-06
11/7/06

Description: Choose a football or basketball autographed by the head football or a head basketball coach.

Restrictions: Subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$100.00 (One hundred dollars)

FINAL

Reward Title: Radio Announcer Q & A Session for Two (2)

Points Required: 25,000

Description: The reward recipient and a guest will have the opportunity to participate in a half-day question and answer session with a Hawkeye radio announcer. The experience will include lunch and will be limited to no more than 6 people.

Restrictions: Subject to announcer's availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$125.00 (One hundred and twenty five dollars)

Reward Title: VIP Football Training Camp Experience for Two

Points Required: 30,000

Description: The reward recipient and a guest will be allowed to attend a Hawkeye football training camp session, engage in a brief Q&A with a coach, and have lunch with the football team. May be a part of a group not to exceed 20.

Restrictions: Available only during preseason training camp and space may be limited.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$150.00 (One hundred and fifty dollars)

FINAL

Reward Title: Attend a Hawkeye Football Game in the Athletics Suite

Points Required: 50,000

Description: The reward recipient will receive two (2) passes to the Athletics Department Suite at Kinnick Stadium for a regular season football game.

Restrictions: Subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$250.00 (Two hundred and fifty dollars)

Reward Title: Coach's or Player's Media Q & A Session for Four (4)

Points Required: 20,000

Description: The reward recipient and three (3) guests will have the opportunity to attend a weekly coach's media question and answer session (football, men's or women's basketball). Each experience will be limited to no more than 8 people.

Restrictions: Subject to the coach's availability and weekly media session scheduling.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$100.00 (One hundred dollars)

FINAL

Reward Title: Sit in the Radio Broadcast booth during a Hawkeye football game

Points Required: 35,000

Description: The reward recipient will join the Hawkeye radio announcers in the broadcast booth during an entire regular season, home Hawkeye football game. Who knows? You might get to call a play.

Restrictions: Subject to availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$175.00 (One hundred and seventy-five dollars)

Reward Title: Coach's "Chalk Talk" for Eight (8)

Points Required: 80,000

Description: The reward recipient and seven (7) guests will have the opportunity to have a private 90 minute question and answer session with a head or assistant coach of the sport of their choice.

Restrictions: Subject to the coach's availability.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$400.00 (four hundred dollars)

FINAL

Reward Title: Travel with a friend to a Hawkeye Bowl Game

Points Required: 400,000

Description: The reward recipient and their guest will travel with the official UI Alumni Association Bowl Tour to the Hawkeye Bowl Game of their choice.

Restrictions: Reward voucher must be redeemed at least 90 days prior to the date of the selected Hawkeye bowl game.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$2,000.00 (Two thousand dollars)

Reward Title: You and a friend will travel with the football team to a Hawkeye away game

Points Required: 500,000

Description: The reward recipient and their guest will travel with the Hawkeye football team to an away game. The package includes round-trip transportation with the team to/from the UI campus or the Eastern Iowa Airport, accommodations at the team hotel, meals, transportation to the Hawkeye Huddle, and Hawkeye souvenirs.

Restrictions: Good only for regular season games and subject to availability. Reward voucher must be redeemed for the selected away game at least 90 days prior to the start of the appropriate football season.

Reward begin date: May 1, 2006

End date:

Cost to FIA: \$2,500.00 (Two thousand and five hundred dollars)

Business Development

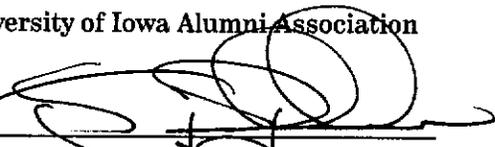
Mr. Chris Bavolack
Vice President & CFO
University of Iowa Alumni Association
100 Levitt Center
Iowa City, IA 52242

Dear Chris,

This letter is to confirm the communication we had regarding our recent contract addendum with the Effective Date of July 1, 2006. Please sign this letter to confirm that our interpretation of Schedule A-1, Sections H. and I. of the Agreement is as follows. We are in agreement that we are only counting new, non-GIP accounts opened during the term of this agreement for the purpose of the special bonus royalties set forth in the Sections referenced above ("Bonus Royalties").

Sections H. and I. specifically provide that if royalty payments under Sections A.1, A.2, B.1, and B.2 of Schedule A-1 are made, such payments will constitute circumstances under which a new account will be included in the calculation to determine if the Bonus Royalties would be paid. We mutually agree that a new account would be included in the calculation if it meets the conditions of A.1/B.1 or A.2/B.2, but under no circumstance should a new account be counted more than once. There is the possibility that a new account does not meet the conditions under A.1/B.1 (e.g. is not activated within the first 90 days), but does earn royalty under A.2/B.2, and vice versa. At the time a new account first qualifies for a royalty under either Sections A.1/B.1 or A.2/B.2, such new account shall be included in the calculation toward the 30,000/40,000 account thresholds referenced in Sections H and I respectively, but shall not be counted again

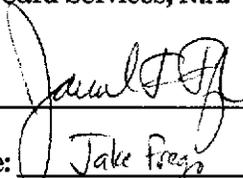
University of Iowa Alumni Association

By: 

Title: VP & CFO

Date: 1-24-07

FIA Card Services, N.A.

By: 

Title: Jake Frezza

Date: 1/31/07

**DEPOSIT PROGRAM ADDENDUM
TO THE
AMENDED AND RESTATED AFFINITY AGREEMENT
STATE UNIVERSITY OF IOWA ALUMNI ASSOCIATION**

 1-14-08

THIS ADDENDUM (the "Addendum") is entered into as of the 14 day of ~~December, 2007,~~ ^{January 2008} by and between State University of Iowa Alumni Association a/k/a University of Iowa Alumni Association ("UIAA") and FIA CARD SERVICES, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UIAA and Bank are parties to that certain Amended and Restated Affinity Agreement dated as of July 1, 2006 as the same may have been amended (the "Agreement") wherein Bank provides certain Financial Services Products to Members included in Mailing Lists licensed to Bank by or on behalf of UIAA; and,

WHEREAS, Paragraph 2(d) of the Agreement provides in part that "no additional products other than those referred to in Schedule A-1 shall be offered pursuant to the Program until UIAA and FIA have reviewed and agreed to an addendum with respect to such product, including, without limitation, any agreed upon royalties and/or compensation;" Therefore, UIAA and FIA are entering into this addendum to reflect their mutually agreement on the terms and royalties applicable to the deposits program; and

WHEREAS, UIAA and Bank desire to clarify that money market deposit accounts and certificate of deposit accounts are Financial Service Products currently listed in Schedule A-1 under the Agreement and part of UIAA's Program; and

WHEREAS, UIAA and BANK mutually desire in this Addendum to amend the Agreement to 1) modify the schedule of Royalties (Schedule A-1) as relates to money market deposit accounts and certificate of deposit accounts and consolidate those terms in this Addendum, and 2) add other consumer deposit products as Financial Service Products under the Program including specifically i) checking accounts, ii) savings accounts, iii) checking accounts with debit card access; and (iv) money market deposit and certificate of deposit individual retirement accounts (money market deposit accounts, certificate of deposit accounts, money market deposit and certificate of deposit individual retirement accounts, checking accounts, savings accounts, and checking accounts with debit card access are described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account");

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.
2. The parties agree that Deposits are now a part of the Program as the features, terms and conditions of such Deposits (sometimes referred to herein as the "Deposits Program") may

be adjusted or amended from time to time by Bank, in its sole discretion. Bank may, at its option, offer Deposits to some or all of the Members, including, but not limited to, those persons on the Mailing Lists provided by UIAA under the Agreement. The frequency or availability of Mailing lists will be the same as stipulated in the Agreement.

3. Certain Deposit Account products or services under this Addendum may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank and/or Bank's affiliates will determine, in their discretion, the type or types of Deposits they will offer under the Program, and such offerings may be adjusted or amended from time to time. Bank and/or its affiliates may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits and/or the Deposits Program. Deposits will be subject to Bank's or Bank's affiliates' standard Deposit agreements. UIAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may, in its discretion, market the Deposits Program through some or all of Bank's or Bank's affiliates' marketing channels, including certain banking centers.
4. Except as otherwise specifically provided herein, all terms and conditions of the Agreement including, but not limited to, all of the UIAA's responsibilities in Paragraph 2 with regard to exclusivity, shall also apply to Deposits.
5. UIAA shall permit Bank to advertise the Deposits Program on UIAA's home page and at other prominent locations within UIAA's websites without additional charge. Bank may establish a hyperlink from such advertisement to Bank's website to enable a person to apply for a Deposit Account (e.g., a checking account with debit card). UIAA will modify or remove such advertisements within twenty-four hours of Bank's request. Pages on the UIAA websites available to Bank for advertising the Deposits Program shall include any "members only" or other similarly restricted access pages.
6. During the term of the Deposits Program, Bank will pay UIAA the royalties set forth below in consideration for UIAA's extension of its licensing of the Trademarks and Mailing Lists under the Agreement for Bank's use in the Deposits Program under this Addendum. The royalties for certificate of deposit and money market deposit accounts described in Schedule A-1, Section E of the Agreement are hereby deleted and replaced by the terms shown below in sub-sections (a) and (b). Deposit Account Royalties will not be paid to UIAA on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (c) (ii) below or otherwise
 - (a) Money Market Deposit Accounts (including Money Market Deposit Individual Retirement Accounts): 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(b) Certificate of Deposit Accounts (including Certificate of Deposit Individual Retirement Accounts): 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167 %) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.

(c) Checking Accounts and Checking Accounts with Debit Card Access:

(i) \$10 for each new checking account (with or without debit card access) opened under the Program which has a positive balance of at least \$50.00 ninety (90) days from its opening date. An additional \$5 for every checking account opened under the Program that has a positive balance of at least \$50.00 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.

(ii) 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 program, will receive the Bank's standard savings match under such program.

"Net New Purchases" equals the sum of all debit card purchase transactions on checking accounts under the 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.

7. The Royalties for Deposits set forth in Section 6 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits. For the sake of clarity, Bank shall pay all Royalties that accrue pursuant to Sections 6(c) (i) and 6(c) (ii) of this Addendum directly to UIAA and shall not apply such Royalties against any Advance(s) and/or Guarantee Amount that UIAA receives or may receive under the Agreement. In addition, all Royalties that accrue pursuant to Sections 6(a) and 6(b) of this Addendum shall, in lieu of direct payment to UIAA, be applied against any Advance(s) and/or Guarantee Amount that UIAA receives or may receive under the Agreement until such time as all Advance(s) are fully recouped by Bank. Any Royalties accrued thereafter shall be paid to UIAA as set forth in Sections 6(a) and 6(b) of this Addendum.
8. Notwithstanding anything contained in the Agreement to the contrary, UIAA acknowledges and agrees that Bank may market any other financial service products or services that Bank

or any Bank affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such other Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using UIAA's Mailing Lists for Deposits, market Bank Products (excluding "Deposit Offers", as defined below) in direct mail copy, in an e-mail or in an outbound telemarketing solicitation other than Financial Service Products) unless UIAA consents to Bank's use of the Mailing Lists for such purposes and the same is done in accordance with Section 2(d) of the Agreement. "Deposits Offers" means any and all Deposits benefits and features that relate to or have a connection with Deposits (e.g., Online Banking). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

9. The initial term of the Deposits Program will begin on the Effective Date of this Addendum and end three years thereafter ("Deposits Program Initial Term"). The Deposits Program will automatically extend at the end of the Deposits Program Initial Term for additional two-year terms ("Deposits Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposits Program Initial Term or the applicable Deposit Program Renewal Term. Notwithstanding the above, (i) in the event the Agreement expires or is terminated for any reason whatsoever, the term of the Deposit Program shall end simultaneously therewith, and (ii) the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate the Deposit Program only.
10. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and UIAA shall not take any action to cause the removal of UIAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, statements or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to UIAA.
11. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum.
12. For a one (1) year period following the termination of the Deposit Program for any reason, UIAA agrees that neither UIAA nor any UIAA Affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the

Deposits, including without limitation, any checking account or debit card, to Members who were Customers.

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

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

STATE UNIVERSITY OF IOWA ALUMNI
ASSOCIATION

By:  _____

Name: Vincent C. Nelson

Title: President and CEO

Date: December 21, 2007

FIA CARD SERVICES, N.A.

By:  _____

Name: David Booth

Title: SUP

Date: 1.14.08

**ADDENDUM TO THE
STATE UNIVERSITY OF IOWA ALUMNI ASSOCIATION
AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of February, 2010 (the "Addendum Effective Date"), by and between State University of Iowa Alumni Association (aka University of Iowa Alumni Association ("UIAA")) and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UIAA and Bank are parties to an Amended and Restated Affinity Agreement dated July 1, 2006, as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of UIAA;

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

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UIAA 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 following sentence is hereby added to the end of Section 1(j):

"Further, the Mailing List will not contain the names and/or related information of students of the University of Iowa."

3. Section 2(c) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 2(c):

"(c) UIAA authorizes Bank to solicit its Members by mail, direct promotion, internet and other electronic means (but not e-mail), advertisements, banking centers, telephone or any other means for participation in the Program."

4. The second paragraph of Section 2(e) of the Agreement is hereby amended to read in its entirety as follows:

"UIAA shall provide the initial Mailing Lists, containing at least Three Hundred Thousand (300,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of Alumni Members, including two hundred and five thousand (205,000) alumni, eighty thousand (80,000) alumni "friends" and five thousand (5,000) athletics names; at least Ten Thousand (10,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of faculty and staff; at least Twenty three thousand (23,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers of parent households; and at least fifty thousand (50,000) non-duplicate names and, when available, corresponding postal addresses, telephone numbers and/or email addresses, of University athletics ticket purchasers, as soon as possible but no later than thirty (30) days after FIA's request. For clarity, none of the above Mailing Lists will contain the names of students of the University of Iowa."

5. Section 11(f)(2) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 11(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. The Agreement is hereby amended by deleting Sections A.4, B.4, C and D of Schedule A-1 their entireties.

7. UIAA and Bank mutually agree that as of the Addendum Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to UIAA for any Student Credit Card Accounts. Therefore, Student Credit Card Accounts will no longer be included in the calculation of the Special New Accounts Royalty and the Additional New Accounts Royalty set forth in Sections H and I, respectively, of Schedule A-1. However, pursuant to the trademark license granted by WFU to Bank pursuant to this Agreement, Bank will have the right to continue to use the Trademarks on all Credit Card Accounts during the term of the Agreement.

8. 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. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

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, 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 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.

~~STATE UNIVERSITY OF IOWA~~
~~ALUMNI ASSOCIATION~~

By: 
Name: Bruce Johnson
Title: President
Date: January 21, 2010

FIA CARD SERVICES, N.A.

By: 
Name: Chad Pisorchik
Title: S.O.P.
Date: 2-3-10