

**AFFINITY AGREEMENT
UNIVERSITY OF CALIFORNIA, SAN DIEGO ALUMNI ASSOCIATION**

This Agreement is entered into as of this 25th day of April, 2008 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** on behalf of the ~~San Diego Campus~~ UCSD Alumni Association, an alumni association having its principal place of business in La Jolla, California ("Association"), for themselves and their respective successors and assigns. KA 5/24/08
Date Date

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

1. DEFINITIONS

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this affinity agreement and Schedules A and B.

"Association Affiliate" means any Affiliate of Association.

"Association Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Association or any Association Affiliate prior to or during the term of this Agreement.

"Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by Bank as a student application.

"Customer" means any Member who is a participant in the Program.

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

“Deposit Account” means a consumer deposit account opened pursuant to the Program.

“Eligible Royalties” means all Royalties that accrue and are payable under Schedule A of the Agreement, except for those opening-of-account Royalties that accrue and are payable pursuant to Schedule A for any consumer GIP Account, Student GIP Account, Reward GIP Account, Emerging Credit Card GIP Account, Emerging Credit Card Reward GIP Account, Gold Option GIP Account, and Gold Reserve GIP Account.

“Emerging Account” means a Credit Card Account coded by Bank with one of Bank’s risk management identifiers.

“Emerging GIP Account” means an Emerging Account opened pursuant to a GIP in which Association complies with the GIP provisions of this Agreement.

“Emerging Reward Account” means an Emerging Account carrying a Reward Enhancement and opened pursuant to the Program.

“Emerging Reward GIP Account” means an Emerging Reward Account opened pursuant to a GIP in which Association complies with the GIP provisions of this Agreement.”

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program, and any other financial service programs or products.

“GIP Account” means a Credit Card Account opened pursuant to a GIP in which Association complies with the GIP provisions of this Agreement. **“Student GIP Account”** means a Student Credit Card Account opened pursuant to a GIP in which Association complies with the GIP provisions of this Agreement.

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

“Gold Option GIP Account” means a Gold Option Account opened pursuant to a GIP in which Association complies with the GIP provisions of this Agreement.

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

"Gold Reserve GIP Account" means a Gold Reserve Account opened pursuant to a GIP in which Association complies with the GIP provisions of this Agreement.

"Group Incentive Program" or **"GIP"** means any marketing or other program whereby Association conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program will constitute a GIP.

"Information" has the meaning ascribed to such word in Section 7.

"Marketing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

"Member" means: (i) an undergraduate or graduate student of Association; (ii) alumni of Association or any alumni association of Association or any Association Affiliate; (iii) friends, faculty and staff of Association; (iv) fans, ticket holders, donors and contributors of any Association athletic team or athletic department; and/or (v) other potential participants mutually agreed to by Association and Bank.

"Program" means those programs and services, and the promotion thereof, the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"Program Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an Association Trademark, with or without other elements.

"Reward Account" means a Credit Card Account carrying a Reward Enhancement.

"Reward Enhancement" means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.

"Reward GIP Account" means a Reward Account opened pursuant to a GIP in which Association complies with the GIP provisions of the Agreement.

“Royalties” means the compensation set forth in Schedule A.

“University” means the University of California-San Diego, and any office or department of, or affiliated or associated with, the University of California-San Diego, including but not limited to the athletic department and the office of student affairs of the University of California-San Diego.

“University Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF ASSOCIATION

- (a) Association agrees that during the term of this Agreement it will endorse the Program exclusively and that neither Association nor any Association Affiliate will, 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 Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the Association Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; 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 Bank. In addition, if Association or any Association Affiliate sells any product or service, in connection with such sales, Association shall not, and shall cause Association Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, Association may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Association of said financial institution or advertising for a Financial Service Product.
- (b) Association agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) Association authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements, banking centers, or any other means for participation in the Program; provided, however, Bank shall not solicit Members who are students for participation in the Program by direct mail campaigns without the express written consent of Association. Notwithstanding the foregoing, Association shall be solely responsibility for identifying Members on the Mailing List who are

students. Bank shall not be deemed in breach of this provision for soliciting student Members that Association has not identified as students.

- (d) Association will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an Association Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the Association Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due Association. In the event such costs exceed Royalties then due Association, if requested by Bank, Association will promptly reimburse Bank for all such costs.
- (e) Within thirty days following the request of Bank, Association will provide Bank with the Marketing List free of any charge; provided, however, that Association will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that Association not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by Association or its agents for an initial Marketing List or an update to that list, Bank may deduct such costs from Royalties due Association. Association will provide the first Marketing List, containing the required information for at least one hundred six thousand (106,000) non-duplicate consumer names, as soon as possible but no later than thirty days after Association's execution of this Agreement.
- (f) Association will, and will cause any Association Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to Association. Notwithstanding the above, Association 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 Bank to Association. Any correspondence received by Association that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All reasonable overnight courier expenses incurred by Association will be paid by Bank.
- (g) Association hereby grants Bank and its Affiliates a limited, exclusive license to use the Association Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Association Trademarks, notwithstanding the transfer of such Association Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. Association will provide Bank all Association Trademark production materials (e.g., camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after Association's execution of this Agreement. Nothing stated

in this Agreement prohibits Association or University from granting to other persons a license to use the Association Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

- (h) All Program Trademarks, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). Association may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. Association shall not register or attempt to register any Program Trademark. The Bank shall not register or attempt to register any Association Trademark. The Bank may use Program Trademarks that contain Association Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.
- (i) Association will permit Bank, at no cost to Bank, to advertise the Program on Association's home page and at other prominent locations within the internet site(s) of Association. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle Association to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. Association will modify or remove such advertisements within twenty-four hours of Bank's request. To enable Bank to view all Program material, Association will provide Bank with the ability to access any and all pages within the Association internet site(s), including without limitation any "members only" or other restricted access pages.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any GIP. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of Association.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any GIP.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of Association.

- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of Association. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Association.
- (f) Subject to applicable law and regulation, Bank has the right to place Association Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in Bank's judgment for the solicitation of Credit Card Account applications. Association will have approval of the use and appearance of the Association Trademarks used on such materials pursuant to Section 2(d), but grants Bank the right to use approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of Association or an Association Affiliate or the University for such gifts or premiums. Association waives such payments from any third party(ies) (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties and/or Advance payments.
- (g) Notwithstanding anything contained in the Agreement to the contrary, Association acknowledges and agrees that Bank may market any 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 Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using Association's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, or in an e-mail solicitation, unless Association consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and \$0 Trade).

4. REPRESENTATIONS AND WARRANTIES

- (a) Association and Bank each represents and warrants to the other party 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 negotiation, 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) Association represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Association Trademarks and, if applicable, to sublicense the University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. Association will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the Association Trademarks license granted herein or from Bank's use of the Association Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any Association Trademarks or Marketing Lists.
- (c) Association further represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the University Trademarks in connection with any Financial Service Products, that has access to the Mailing List in connection with any Financial Service Products or that can grant marketing access to any University athletic event in connection with any Financial Service Products.
- (d) Without limitation of the generality of any other representation or warranty contained herein, Association represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement, that each Association Mailing

List provided to Bank shall have been produced in compliance with all applicable law and regulation, including without limitation all laws and regulations of the State of California (e.g., SB 569).

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to Association. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five days after the end of each calendar quarter.
- (b) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify Association in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after Association's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to Association, upon ninety (90) days advance written notice.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("**Information**") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and Association will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 provided, however, that the party disclosing Information to its

Agents shall be liable for any breach of this Section 7 by their Agents, or (ii) as required by law or requested by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on May 31, 2015. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety and not more than one hundred eighty days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will 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 Bank or Association, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of 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 days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty days after the Cure Period.
- (b) If either Bank or Association becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the Association Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the Association Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by Association or any Association Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration

or earlier termination of this Agreement, Association will allow Bank to continue to use the Association Trademarks on, and will not attempt to cause the removal of Association Trademarks from, any person's credit devices, debit cards, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.

- (e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard, American Express or other card network, makes the continued performance of this Agreement under the then current terms and conditions commercially unreasonable or unduly burdensome (as determined in Bank's sole discretion), then Bank will have the right to terminate this Agreement upon ninety days advance written notice. Such written notice will include an explanation and evidence of the burden imposed as a result of such change.
- (f) For a one year period immediately following the expiration or earlier termination of this Agreement for any reason, Association agrees that neither Association nor any Association Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, Association may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by Association, 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 that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those 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 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 12(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had

not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.

- (f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

- (1) If to Association:

University of California, San Diego Alumni Association
202 University Center
Gilman Drive MC 0083
La Jolla, California 92093

ATTENTION: Mr. Armin Afsahi, Assistant Vice Chancellor

Fax #: (858) 534-8976

- (2) If to Bank:

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

ATTENTION: ATTENTION: Jeffrey Fincher
Card Group Sr. Sales Executive

Fax #: (302) 432-0469

- (3) Any party may change the address and fax number 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. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, Association may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of Association. Bank

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 Bank's affiliates.

- (h) Bank and Association are not agents, representatives or employees of each other and neither party will 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 will be construed to confer upon or give any person other than Association and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates.
- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days upon providing at least thirty (30) days written notice to the delayed party at any time after the expiration of the one hundred and twenty day period.
- (l) This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

12. GROUP INCENTIVE PROGRAM

- (a) Association will design all advertising, solicitation and promotional material with regard to any GIP. Association will give Bank sixty days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts, Gold Option Accounts and/or Gold Reserve Accounts generated from such efforts will entitle

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FAX NO. 302 432 0488

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Association to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.

- (b) All marketing materials generated as a result of such GIP programs will be coded by Association as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by Association pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. Association will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Association pursuant to any GIP will be promptly reimbursed by Association upon demand.
- (e) Association will make all reasonably requested changes to materials to obtain Bank's consent and Association will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP.

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

UCSD

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the ~~SAN DIEGO CAMPUS~~ ALUMNI ASSOCIATION

FIA CARD SERVICES, N.A.

4/25/08
By: _____
Date: _____

By: Joseph
Name: Armin Atchki
Title: Asst. Vice Chancellor
Date: 4/25/08

By: [Signature]
Name: JEANNE FICKER
Title: SERVICE PROVIDER
Date: 6/30/08

SCHEDULE A

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. 0.40% (forty basis points) 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, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently

rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

6. \$40.00 (forty dollars) for each Student 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 Student 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 Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Account which, after opening, converts to a Reward Account, or for any Reward GIP Account.

2. \$1.00 (one dollar) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero (0) as of the last business day of the annual anniversary of the month in which the Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.

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

4. \$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 (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise

disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$10.00 (ten dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. EMERGING CREDIT CARD REWARD ACCOUNTS

Emerging Credit Card Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty

compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Credit Card Reward Accounts.

1. \$1.00 (one dollar) for each new Emerging Credit Card Reward Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Reward Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Emerging Credit Card Account which, after opening, converts to an Emerging Credit Card Reward Account, or for any Emerging Credit Card Reward GIP Account.

2. \$1.00 (one dollar) for each Emerging Credit Card Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Reward Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12th) month after the opening of that Emerging Credit Card Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. An Emerging Credit Card Reward Account may renew every twelve (12) months after the opening of the account.

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

4. \$10.00 (ten dollars) for each Emerging Credit Card Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) 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 twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

3. \$25.00 (twenty five dollars) for each Gold Reserve 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 Gold Reserve GIP Account's opening which is not subsequently rescinded or disputed. Such Gold Reserve GIP Accounts will not qualify for any other opening-of-an-account Royalty.

F. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one (1) 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 twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

3. \$25.00 (twenty five dollars) for each Gold Option 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 Gold Option GIP Account's opening which is not subsequently rescinded or disputed. Such Gold Option GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. DEPOSIT ACCOUNTS

During the term of this Agreement, Association will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit

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

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

Net New Purchases equals the sum of debit card purchase transactions on checking accounts under the 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 from a bank (e.g., gift cards), and (v) any account fees or charges.

H. ROYALTY ADVANCES

1. Within forty-five (45) days of full execution of this Agreement, and upon each annual anniversary of the Effective Date beginning May 1, 2009 through May 1, 2014 during the initial term of this Agreement, Bank shall pay to Association the sum of one hundred thousand dollars (\$100,000) (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued shall, in lieu of direct payment to Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to Association as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to Association hereunder, and (y) Association hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the

Advance(s) paid by Bank and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
 - (ii) Association breaches any of its obligations under this Agreement;
 - (iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve (12) month period during the term of the Agreement;
 - (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) email campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
 - (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve (12) month period during the term of the Agreement.
 - (vi) University: (i) sponsors, advertises, aids, develops, markets, solicit proposals for programs offering, or discusses with any entity (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) licenses or allows others to license the University Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; 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 Products of any entity other than Bank.
2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to Association in prior years, and pays Association Eligible Royalties accrued by Association over and above the Eligible Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

I. ROYALTY GUARANTEE

Association shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than seven hundred thousand dollars (\$700,000) (the "**Guarantee Amount**") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Association has not accrued \$700,000 in Eligible Royalties, Bank will pay Association an amount equal to the Guarantee Amount minus the sum of all Eligible Royalties accrued by Association during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1, above.

J. ACCOUNT BONUS

"Bonus Accounts" shall mean Credit Card Accounts, GIP Accounts, Student Credit Card Accounts, Student GIP Accounts, Reward Credit Card Accounts, Reward GIP Accounts, Emerging Credit Card Accounts, Emerging Credit Card GIP Accounts, Emerging Credit Card Reward Accounts and Emerging Credit Card Reward GIP Accounts. Bank agrees to pay Association a bonus payment of fifty thousand dollars (\$50,000) when the aggregate outstanding loan balances (excluding transactions that relate to credits and unauthorized transactions) for Bonus Accounts reaches six million five hundred thousand dollars (\$6,500,000), and a bonus payment of fifty thousand dollars (\$50,000) when the aggregate outstanding loan balances (excluding transactions that relate to credits and unauthorized transactions) for Bonus Accounts reaches seven million dollars (\$7,000,000), and a bonus payment of fifty thousand dollars (\$50,000) when the aggregate outstanding loan balances (excluding transactions that relate to credits and unauthorized transactions) for Bonus Accounts reaches seven million five hundred thousand dollars (\$7,500,000) (each an "**Account Bonus**"). The maximum amount Association will earn from Account Bonuses is one hundred fifty thousand dollars (\$150,000). Each Bonus Account must remain open for at least ninety (90) consecutive days and be utilized by the Customer within the first ninety (90) consecutive days of the new Bonus Account's opening to qualify for such Account Bonus. Notwithstanding the foregoing, any Account Bonus and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1, above.

K. SIGNING BONUS

Within forty-five (45) days of full execution of this Agreement, provided that the Association has executed the Agreement no later than April 25, 2008, Bank will pay Association the sum of fifty thousand dollars (\$50,000) as a signing bonus.

ADDENDUM
TO THE UNIVERSITY OF CALIFORNIA, SAN DIEGO ALUMNI ASSOCIATION

THIS ADDENDUM (the "**Addendum**") is entered into as of this 16 day of ^{December (68)} ~~October~~, 2008 by and between The Regents of the University of California, on behalf of the UCSD Alumni Association ("**Association**"), and FIA Card Services, N.A., ("**Bank**"), for themselves and their respective successors and assigns.

WHEREAS, Association and Bank are parties to an Affinity Agreement dated as of April 25m 2008, as the same may have been amended (the "**Agreement**"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of Association; and

WHEREAS, Association and Bank mutually desire to amend the Agreement as contained herein;

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

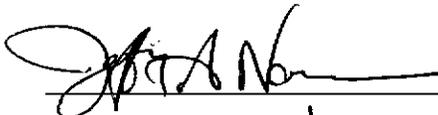
1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Effective April 25, 2008, Schedule A of the Agreement is hereby amended by deleting in their entireties Sections H, I, J and K and replacing them with new Sections H, I, and J on Attachment #1, attached hereto and made a part hereof.
3. 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.
4. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

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

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, on behalf of the
UCSD Alumni Association**

FIA CARD SERVICES, N.A.

By: 
Name: Armin Atschi
Title: Asst Vice Chancellor
Date: 12/16/88

By: 
Name: Jeffrey A. Norwine
Title: SVP
Date: 1/13/09

Attachment #1

H. ROYALTY ADVANCES

1. Within twelve calendar months of April 25, 2008, Bank shall pay to Association the sum of one hundred fifty thousand dollars (\$150,000) and upon each annual anniversary of the Effective Date beginning May 1, 2009 through May 1, 2014 during the initial term of this Agreement, Bank shall pay to Association the sum of one hundred thousand dollars (\$100,000) (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible Royalties accrued shall, in lieu of direct payment to Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to Association as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to Association hereunder, and (y) Association hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) Association breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Mailing List during each consecutive twelve (12) month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented from conducting at least four (4) email campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) Bank is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events during each consecutive twelve (12) month period during the term of the Agreement.
- (vi) University: (i) sponsors, advertises, aids, develops, markets, solicit proposals for programs offering, or discusses with any entity (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) licenses or allows others to license the University Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; 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 Products of any entity other than Bank.

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

I. ROYALTY GUARANTEE

Association shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than seven hundred fifty thousand dollars (\$750,000) (the "**Guarantee Amount**") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Association has not accrued \$750,000 in Eligible Royalties, Bank will pay Association an amount equal to the Guarantee Amount minus the sum of all Eligible Royalties accrued by Association during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1, above.

J. ACCOUNT BONUS

"**Bonus Accounts**" shall mean Credit Card Accounts, GIP Accounts, Student Credit Card Accounts, Student GIP Accounts, Reward Credit Card Accounts, Reward GIP Accounts, Emerging Credit Card Accounts, Emerging Credit Card GIP Accounts, Emerging Credit Card Reward Accounts and Emerging Credit Card Reward GIP Accounts.

On the last day of each calendar quarter during the term of the Agreement, Bank will calculate the total sum of the outstanding balances for all Bonus Accounts ("**Outstanding Balance**") to determine if the Outstanding Balance has met or exceeded one or more of the following amounts: six million five hundred thousand dollars (\$6,500,000), seven million dollars (\$7,000,000), and/or seven million five hundred thousand dollars (\$7,500,000) (each a "**Threshold**").

Bank will pay to Association a bonus payment of fifty thousand dollars (\$50,000) when the Outstanding Balance meets or exceeds a Threshold for the first time (each an "**Account Bonus**"). For clarity, if two or more of the Thresholds are met in the same calendar quarter, Bank will pay each Account Bonus earned (e.g. the Outstanding Balance reaches \$6,500,000 and then \$7,000,000 in the same calendar quarter, Bank will pay to Association a total Account Bonus of \$100,000). The maximum amount Association will earn from Account Bonuses is one hundred fifty thousand dollars (\$150,000). Bank will pay the Account Bonus within forty-five (45) days after the end of the calendar quarter in which the Account Bonus is earned.

Notwithstanding the foregoing, any Account Bonus and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection H.1, above.