

**AFFINITY AGREEMENT
UNIVERSITY OF CINCINNATI**

This Agreement is entered into as of May 1, 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 University of Cincinnati, a state institution of higher education organized under Ohio law, section 3361 of the Revised Code, having its principal place of business in Cincinnati, Ohio ("UCIN"), for themselves, and their respective successors and assigns.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, UCIN 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:

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

"Contract Year" means the twelve (12) month period following the Effective Date and each twelve (12) month period following the anniversary of the Effective Date during the initial term of the Agreement.

"Credit Card" means a consumer credit card issued on a Credit Card Account.

"Credit Card Account" means a credit card account opened 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. An **"Alumni Credit Card Account"** is a Credit Card Account opened through an application coded by Bank as an alumni application.

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

"Deposits" means consumer 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 Alumni GIP Account, Student GIP Account, Reward GIP Account, and Emerging Credit Card GIP Account.

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

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

“Financial Service Product” means any credit card program, charge card program, debit card program, unsecured installment loan program, unsecured revolving loan program, travel and entertainment credit or charge card program, and Deposits. The term “Financial Service Product” does not include (i) any UCIN business credit card program or travel and entertainment credit or charge card program used exclusively by faculty and staff of the University solely for the purpose of conducting business for or on behalf of UCIN, or (ii) a university identification card with debit card functionality, which may bear the Trademarks, available exclusively to matriculated students, faculty and staff of UCIN, provided that such university identification/debit card program does not have or offer, either directly or indirectly, any credit functionality or feature.

“GIP Account” means a consumer Credit Card Account opened pursuant to a GIP in which UCIN complies with the GIP provisions of this Agreement. An **“Alumni GIP Account”** means an Alumni Credit Card Account opened pursuant to a GIP in which UCIN complies with the GIP provisions of this Agreement. A **“Student GIP Account”** means a Student Credit Card Account opened pursuant to a GIP in which UCIN 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) unsecured revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

“Gold Option GIP Account” means a consumer Gold Option Account opened pursuant to a GIP in which UCIN 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) unsecured revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

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

“Group Incentive Program” or **“GIP”** means any marketing or other program whereby UCIN 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.

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

“Member” means (i) alumni of UCIN, (ii) members of any alumni association of UCIN or UCIN Affiliate, (ii) friends, faculty and staff of UCIN, and/or (iii) other potential participants mutually agreed to by UCIN and Bank, such as students.

“Program” means those programs and services of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

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

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

“Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UCIN or any UCIN Affiliate during the term of this Agreement, which are available for licensing to third parties.

“UCIN Affiliate” means (i) the University of Cincinnati Foundation, a 501(c)(3) organization created to support UCIN (“UCF”), (ii) UCF’s subsidiary, the University of Cincinnati Alumni Association, (iii) any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with UCIN or UCF and the charter, purpose or function of such entity is to (x) support UCIN’s athletics programs or alumni or student affairs, or (y) manage or oversee the use and/or licensing of Trademarks, and/or (iv) any successors or assigns to the entities described herein.

2. RIGHTS AND RESPONSIBILITIES OF UCIN

- (a) UCIN agrees that during the term of this Agreement it will endorse the Program exclusively and that neither UCIN nor any UCIN 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 entity (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license or allow others to license or use the 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 or students of UCIN in relation to or for promoting any Financial Service Products of any entity other than Bank. Notwithstanding anything contained in this Agreement to the contrary, UCIN may solicit proposal for programs offering, or discuss with any organization other than Bank, the providing of any Financial Service Products of any entity other than Bank during the six (6) months immediately preceding the expiration of the term of this Agreement; provided, however, that no agreement between UCIN or any UCIN Affiliate and any entity other than Bank for the providing of Financial Service Products shall have an effective date prior to the effective date of expiration of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, UCIN and any UCIN Affiliate may accept advertisements from any financial institution provided that any such advertisement does not contain an express endorsement by UCIN or any UCIN Affiliate of said financial institution or any Financial Service Product of said financial institution, and provided further that the advertisement does not expressly or explicitly solicit or target Members or students for any Financial Service Product of said financial institution. For the avoidance of doubt, Bank acknowledges and agrees that this Section 2(a) shall not be construed to prohibit or limit UCIN from allowing another entity other than Bank to operate a branch retail banking center on UCIN’s campus, which retail banking center may offer Financial Service Products to the community at large; provided, however, UCIN and each UCIN Affiliate shall continue to be subject to, and shall abide by, the obligations and restrictions contained within this Section

2(a) in connection with all aspects of UCIN's or any UCIN Affiliate's relationship with such other entity.

- (b) UCIN agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) UCIN authorizes Bank to solicit Members by mail, direct promotion at all UCIN home football and basketball games, Internet, and/or advertisements for participation in the Program. UCIN authorizes Bank to solicit Members by telephone for participation in the Program upon UCIN's prior consent in each instance; such consent will not be unreasonably withheld or delayed. In addition, UCIN agrees to solicit Members by email for participation in the Program no less than one (1), nor more than four (4), times during each consecutive twelve month period during the term the Agreement, and to advertise the Program in the e-newsletter published by the University of Cincinnati Alumni Association four (4) times during each consecutive twelve month period during the term the Agreement. Such marketing efforts shall be considered GIP, and as such shall be subject to the GIP provisions of Section 11 of this Agreement. Credit Card Accounts generated pursuant to such email campaigns or e-newsletter advertisements will entitle UCIN to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding anything contained in this Section 2(c) to the contrary, Bank shall not use the Mailing List to solicit Members who are students for participation in the Program without the express written consent of UCIN. For purposes of enabling Bank to comply with the foregoing, UCIN shall identify for Bank those Members on the Mailing List who are students, and Bank shall not be deemed in breach of this Section 2(c) for soliciting a student Member from the Mailing List in a manner that is contrary to the aforementioned requirements if the Member was not identified for Bank as a student. With respect to solicitation for participation in the Program by direct promotion at UCIN home football and basketball games or via the Internet (other than via email solicitation), Bank will provide at the point of application for a Credit Card Account a means or method for prospective applicants to voluntarily identify themselves as a student. If a prospective applicant identifies him or herself as a student, then such individual will receive a student application to complete, and if approved, such individual initially will receive a Student Credit Card Account.
- (d) UCIN will have the right of prior approval of the use and appearance of the Trademarks on the Credit Card and of all Program advertising and solicitation materials to be used by Bank, which contain a Trademark; such approvals will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because Bank must cease using a then current Trademark because of a change in such Trademark (e.g., the cost of reissuing new Credit Cards), Bank may deduct such costs from Royalties due UCIN. In the event such costs exceed Royalties then

due UCIN, UCIN will promptly reimburse Bank for all such costs. Notwithstanding the foregoing, UCIN shall not be responsible for Bank's costs resulting from a change in any Trademark if UCIN: (i) provides Bank with at least one hundred twenty (120) days advance notice of such change in Trademarks; (ii) permits Bank to exhaust its existing inventories of applications, marketing material, Credit Cards and other Program material bearing the old Trademark; and (iii) does not request or require Bank to issue replacement Credit Cards that bear the new or amended Trademark.

- (e) Within thirty (30) days following the request of Bank, UCIN will provide Bank with the Mailing List free of any charge; provided, however, that UCIN will not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UCIN not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UCIN or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due UCIN. UCIN will provide the first Mailing List, containing at least three hundred seventeen thousand (317,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty days after UCIN's execution of this Agreement. Notwithstanding anything contained in the Agreement to the contrary, no later than thirty (30) days prior to the commencement of any email campaign to be performed by UCIN pursuant to Section 2(c), above, UCIN shall provide a list of non-duplicate Member email addresses, with all corresponding information, to Bank solely for the purpose of processing such email addresses against the Bank's email suppression database. UCIN agrees that it shall not include in any email campaign for the Program any Member email addresses that have not been processed by Bank. The first Member email list shall contain at least eighty five thousand (85,000) non-duplicate email addresses.
- (f) UCIN will, and will cause any UCIN 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 UCIN. Notwithstanding the above, UCIN 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 UCIN. Any correspondence received by UCIN that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within two business days of receipt. All charges incurred for this service will be paid by Bank.
- (g) Except as otherwise provided in this Section 2(g), UCIN hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license will

be transferred upon assignment of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. Bank 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 as a result of the license granted hereunder by UCIN. UCIN will provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than thirty days after UCIN's execution of this Agreement. Nothing stated in this Agreement prohibits UCIN from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products. Notwithstanding anything contained in this Section 2(g) to the contrary, as of the Effective Date, UCIN does not grant a license to Bank to use the Trademarks in conjunction with the promotion of the Program that specifically targets students for participation in the Program or in conjunction with Student Credit Card Accounts and Credit Cards issued on Student Credit Card Accounts (such prospective use of the Trademarks collectively and individually referred to as a "Student Trademark License"). Notwithstanding the foregoing, UCIN may, in its sole discretion, grant a Student Trademark License to Bank during the term of this Agreement. If UCIN grants a Student Trademark License to Bank then such Student Trademark License shall remain in effect for the duration of the Agreement and shall be subject to the terms of the Agreement, including without limitation the other terms of this Section 2(g). For the avoidance of doubt, nothing in this Section 2(g) shall be construed to impair or restrict the rights granted to Bank pursuant to Section 3(h) of the Agreement.

- (h) UCIN will advertise the Program free of any charge on the Internet home page of the University of Cincinnati Alumni Association (currently located at www.alumni.uc.edu), at other locations within the website of the University of Cincinnati Alumni Association, and on the home page of the official athletics website of the University of Cincinnati (currently located at www.gobearcats.com) (collectively, the "UCIN Websites"). Bank may establish a hyperlink from such advertisements on the UCIN Websites to another Internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle UCIN to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. UCIN will use best efforts to modify or remove such advertisements within twenty-four hours of Bank's request, but in any event will modify or remove such advertisements within two (2) business days of Bank's request. UCIN will provide Bank with the ability to access any pages within the UCIN Websites (including without limitation any "members only" or other restricted access pages) that contain an advertisement for or otherwise refer to the Program.

- (i) UCIN shall provide to Bank the marketing opportunities listed on Attachment #1, attached hereto and incorporated herein by reference, free of charge during each consecutive twelve month period during the term of this Agreement (each an "Annual Marketing Plan"). The parties agree that each obligation to provide each item of each Annual Marketing Plan is a material obligation of UCIN to Bank.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members, and except as otherwise provided in this Agreement, shall do so at Bank's expense. Bank and UCIN agree that Deposits may be marketed pursuant to this Agreement only after Bank and UCIN mutually agree to make Deposits part of the Program under this Agreement.
- (b) Except as provided under Section 11 for any GIP, Bank will design all advertising, solicitation, and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of UCIN.
- (c) Bank will bear all costs of producing and mailing materials for the Program.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of UCIN, and UCIN shall bear no responsibility for any credit decisions and will bear no credit risks with respect to each Customer's account(s).
- (e) Bank shall use the Mailing Lists provided pursuant to this Agreement solely in connection with the Program and shall not use the Mailing Lists for any other purpose, except for any other purpose expressly approved by UCIN in writing. Bank shall hold all Mailing Lists in confidence and shall not disclose the Mailing Lists to any other person or entity, except as permitted under this Agreement.
- (f) Notwithstanding the foregoing, Bank may utilize the services of any third party or affiliates in fulfilling its obligations under this Agreement. Bank warrants that those third parties and affiliates handling Mailing Lists shall be made aware of the obligations contained in this Section 3 regarding the use and handling of Mailing Lists and shall be under obligation not to disclose the Mailing Lists to any other person or entity or use the Mailing Lists for any purpose other than to perform their duties for Bank. Bank shall be responsible for a third party's or affiliate's breach of the aforementioned use, handling, confidentiality and disclosure obligations.

- (g) Subject to the requirements under Section 2(c) regarding student marketing, Bank shall have the sole right to designate Members on Mailing Lists to whom promotional material will not be sent. Mailing Lists are and shall remain the sole property of UCIN. However, Bank may maintain separately 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 own files and shall 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 UCIN. Bank shall destroy each Mailing List upon receipt of a replacement Mailing List from UCIN and upon expiration or earlier termination of this Agreement.
- (h) Subject to applicable law and regulation, Bank has the right to use Trademarks on gifts for individuals completing applications and on other premium items, including for example, t-shirts, hats, or other items, suitable in Bank's judgment for the solicitation of Credit Card Account applications. UCIN will have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants Bank the right to use such approved materials at Bank's discretion. Bank shall procure all such gifts and premium items from vendors licensed by UCIN or UCIN's authorized licensing agent, and UCIN agrees to cooperate with Bank to identify a licensed vendor or to seek licensing for Bank's chosen vendor. Notwithstanding the foregoing, Bank will 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 UCIN or any UCIN Affiliate for such gifts or premiums. UCIN 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 Bank such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to UCIN's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or any person will otherwise prevent the realization of this benefit by Bank), then Bank is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due UCIN.
- (i) Bank agrees to work with UCIN to establish within sixty (60) days after the full execution of this Agreement, and at least forty- five (45) days before the beginning of each calendar year during the term of this Agreement, an annual marketing plan with respect to the promotion of Credit Card Accounts under the Program. The parties agree to meet (which includes by teleconference) at least two (2) times per year to review the performance of the Program against the marketing plan and to make any mutually agreed upon adjustments to said marketing plan.

Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. UCIN further represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that, except as otherwise provided in Section 2(a) of this Agreement, there is no entity or organization (including without limitation any UCIN Affiliate) that can use, license or sub-license the Trademarks in connection with any Financial Service Products of any entity other than Bank, that has access to the Mailing List or information about students in connection with any Financial Service Products of any entity other than Bank, or that can grant access to any UCIN campus and/or athletic event in connection with the marketing or promotion of any Financial Service Products of any entity other than Bank.

- (c) UCIN shall be responsible to Bank, its directors, officers, agents, employees, affiliates, successors and assigns for all liability, causes of action, and claims, and for Bank's reasonable and actual costs incurred in connection therewith (including attorneys' fees), arising from the conduct of UCIN, any UCIN Affiliate or any of their directors, officers, employees or agents relating to the Trademark license granted herein or to any Mailing List(s) provided to Bank for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks or Mailing List(s).
- (d) Bank will indemnify and hold harmless UCIN and its directors, officers, agents, employees, affiliates, successors and assigns from and against any causes of action, and the reasonable and actual costs incurred in connection therewith (including attorneys' fees), arising from a violation of applicable Delaware or federal law by Bank, or its directors, officers or employees, in which UCIN is included as a defendant (referred to as a "Claim"). UCIN shall notify Bank in writing (in the manner provided for in this Agreement) immediately upon receipt of any Claim. UCIN agrees (i) not to act or fail to act (in each case, an "Action") in a manner that may prejudice Bank's defense or increase its liability with respect to a Claim, and (ii) that Bank may respond to a Claim as it determines in its sole discretion. If UCIN takes any Action with respect to a Claim that prejudices Bank's defense or increases its liability with respect to such Claim, Bank shall be released and discharged from any obligation under this Section 4(e) to indemnify and hold UCIN harmless with respect to that Claim.

5. ROYALTIES

- (a) During the term of this Agreement Bank will pay Royalties to UCIN as set forth on Schedule A. Notwithstanding anything contained in the Agreement (including Schedule A) to the contrary, Bank shall not pay Royalties on any Student Credit Card Account that has a Credit Card that does not bear a Trademark. Royalties

will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five days after the end of each calendar quarter.

- (b) On or before the forty fifth day after the end of each calendar quarter during the term of this Agreement, Bank will provide UCIN with a statement showing the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar quarter on consumer Credit Card Accounts.
- (c) In addition to the information provided pursuant to Section 5(b) above, Bank shall provide to UCIN the following aggregate Credit Card Account information on or before the forty fifth day after the end of each calendar quarter during the term of this Agreement:
 - (i) End of quarter Credit Card Account outstandings
 - (ii) Active Credit Card Accounts
 - (iii) Open Credit Card Accounts
 - (iv) Average dollar amount per Credit Card Account retail purchase transaction
 - (v) Direct mail quantity
 - (vi) Number of Credit Card Accounts opened per new account acquisition channel
 - (vii) Net response rate per new account acquisition direct mail campaign

6. PROGRAM ADJUSTMENTS

Bank 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 related to the Program.

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

UCIN shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, consultants, and employees (“Agents”) only to the extent necessary for the performance of their respective duties in connection with the Program, or (ii) as required by law or requested by any governmental regulatory authority. Bank and UCIN each agree that if one of their Agents discloses such Information to another person or entity in violation of this Section 7, or uses such Information for a purpose not expressly permitted in this Section 7, such act shall be deemed a material breach of this Agreement by the party whose Agent it is and the non-breaching party may, in addition to any other right or remedy available at law or in equity and upon ten (10) days prior written notice to the other party, cease providing the other party with any reporting (other than the royalty report) or other information concerning the Program or the Agreement, whether or not a requirement of the Agreement. Bank acknowledges that UCIN is a state institution and as such is subject to the Ohio Public Records Act. If UCIN receives a request to disclose Information pursuant to a proper public records request and UCIN, in its reasonable discretion, after consultation with Bank, determines that such Information qualifies as a public record, UCIN may disclose such Information. Prior to making a disclosure, UCIN will provide Bank with reasonable advance written notice of any such disclosure so that Bank may seek a protective order or other appropriate relief.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on April 30, 2015. 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 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 subject to interpretation under the laws of the State of Delaware (without regard to its conflict of law principles); provided, however, that nothing contained herein shall operate as a waiver of the reservation of venue made in Ohio Revised Code section 2743.02.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or UCIN, the other party may terminate this Agreement by giving notice, as provided herein, to the

breaching party. This notice will (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 days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty days after expiration of the Cure Period.

- (b) If either Bank or UCIN 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, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank agrees that with respect to the period following the expiration or earlier termination of this Agreement, it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists. However, Bank may conclude all solicitation in progress at the expiration or termination of the Agreement, if required by law, but shall not issue any credit cards bearing the Trademarks after such termination or expiration.
- (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 UCIN or any UCIN Affiliate to the Members. Such approval will not be unreasonably withheld and shall relate to legal accuracy of such communication or to ensure that there is no text that is disparaging to Bank. Upon the expiration or earlier termination of this Agreement, UCIN will not attempt to cause the removal of UCIN's identification or Trademarks from any person's credit devices, debit cards, checks or records of any Customer existing as of the effective date of expiration or earlier termination of this Agreement.
- (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 or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, 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, UCIN agrees that neither UCIN nor any UCIN Affiliate will, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card to persons who were

Customers. Notwithstanding the foregoing, UCIN may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by UCIN 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 Bank, or offered any terms or incentives different from that offered to all Members.

- (g) 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 reasonable discretion ("Impact"), then, provided that Bank is doing so with other affinity programs of comparable size, portfolio attributes (e.g., demographics, program enhancements, etc.) or program performance (e.g., delinquency, marketing response rates, etc.) (or any combination thereof), Bank may notify UCIN in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement solely to remedy the monetary affect of the Impact on the Program through the remainder of the Agreement. If within thirty business days after UCIN'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 UCIN, upon ninety days advance written notice.

11. GROUP INCENTIVE PROGRAM

- (a) Bank will design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UCIN pursuant to any GIP. In that regard, UCIN will give Bank sixty days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle UCIN to the GIP Royalty 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 UCIN as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding will not be considered eligible for any of the GIP Royalty as set forth in Schedule A.
- (c) In addition to all other rights it may have under this Agreement, Bank will have the right of prior approval of all advertising and solicitation materials distributed by UCIN pursuant to any GIP; such approval not to be unreasonably withheld.

Such approval shall also be affirmation of the compliance of such materials with applicable federal and Delaware law related to offers of credit cards. Bank will have approval and control of the scope, timing, content and continuation of any GIP.

- (d) All costs incurred by Bank and authorized by UCIN in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UCIN pursuant to any GIP will be deducted from any or all Royalty payments due UCIN under this Agreement.
- (e) UCIN will comply with Bank'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.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(c), 4(d), 7, 10(c), 10(d), 10(f) and 11(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 will for any reason be 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.
- (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 UCIN:

University of Cincinnati
2600 Clifton Avenue

University Pavillion
Suite 610
Cincinnati, Ohio 45221

ATTENTION: Ms. Mary Stagaman
Associate Vice President, External Affairs

Fax #: (513) 556-0509

(2) If to FIA Card Services, N.A.:

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

ATTENTION: Jeffrey Fincher
Card Group Sr. Sales Executive

Fax #: (302) 432-2957

(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. UCIN may not assign any of its rights and/or obligations under or arising from this Agreement without the prior written consent of Bank, which consent shall not be unreasonably withheld or delayed. Bank may not assign any of its rights and/or obligations under or arising from this Agreement without the prior written consent of UCIN, which consent shall not be unreasonably withheld or delayed; provided however, that Bank may assign, without consent, its rights and/or obligations under or arising from this Agreement:
- (i) to any individual, corporation or other entity (other than an affiliate of Bank) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as Bank; or
 - (ii) to any individual, corporation or other entity (other than an affiliate of Bank) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of Bank; or

(iii) to any affiliate of Bank.

Certain Financial Service Products and related services under this Agreement may be offered through Bank's affiliates.

- (h) Bank and UCIN 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 UCIN and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party will 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 or other labor disputes, 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 will be deemed an original, but all of which together will constitute one and the same instrument.

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

University of Cincinnati

FIA Card Services, N.A.

By: 

By: 

Name: MONICA RIMAL

Name: JEFFREY FINCHER

Title: SVP ADMINISTRATION & FINANCE

Title: SENIOR VICE PRESIDENT

Date: May 2, 2008

Date: 6/2/08

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, and subject to the terms of Section 5(a) of the Agreement, Bank will pay UCIN a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. STUDENT CREDIT CARD ACCOUNTS

Student 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 Student Credit Card Accounts.

1. \$1.00 (one dollar) for each new Student Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Student 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 Student 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 Student Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a 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)).
4. \$40.00 (forty dollars) for each Student GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the 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. ALUMNI CREDIT CARD ACCOUNTS

Alumni 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 Alumni Credit Card Accounts.

1. \$1.00 (one dollar) for each new Alumni Credit Card Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Alumni 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 Alumni 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 Alumni Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Alumni Credit Card Account; 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 an Alumni 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. \$75.00 (seventy-five dollars) for each Alumni GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Alumni 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 Alumni GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. REWARD CREDIT CARD ACCOUNTS

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

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety consecutive days which is utilized by the Customer within the first ninety consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
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 Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by 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, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the 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.

D. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety consecutive days and which is

utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$15.00 (fifteen dollars) for each Emerging Credit Card GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Emerging Credit Card GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging Credit Card GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

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

paid within sixty days following the end of the calendar year in which it is earned.

3. \$25.00 (twenty-five dollars) for each Gold Reserve GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Gold Reserve GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Reserve GIP Account will not qualify for any other opening-of-an-account Royalty.

F. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment will be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement will include outstanding balances for only those consumer Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty days following the end of the calendar year in which it is earned.
3. \$25.00 (twenty-five dollars) for each Gold Option GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the Gold Option GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Option GIP Account will not qualify for any other opening-of-an-account Royalty.

G. ROYALTY ADVANCES

1. Within 45 days of full execution of this Agreement, and upon each annual anniversary of the Effective Date in years 2009, 2010, 2011, 2012, 2013, and 2014, Bank shall pay to UCIN the sum of three hundred thousand dollars (\$300,000) (each, an "Advance"), as an advance against future Eligible Royalties, subject to the other terms of this Section G of Schedule A. Except as otherwise provided in Section G.3, below, all Eligible Royalties accrued, shall, in lieu of direct payment to UCIN, 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 UCIN as set forth in this Agreement.

2. Notwithstanding anything contained in this Agreement to the contrary, (x) Bank shall no longer be obligated to pay any additional Advances to UCIN hereunder, and (y) UCIN 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 (vi) below should occur:
 - (i) the Agreement is terminated by Bank prior to April 30, 2015, pursuant to Section 10(a) or 10(b) of the Agreement;
 - (ii) UCIN materially breaches any of its obligations under this Agreement and fails to cure such material breach within sixty (60) days after receipt of notice of material breach from Bank;
 - (iii) Bank is prohibited or otherwise prevented by UCIN or any UCIN Affiliate from conducting at least six (6) direct mail campaigns to the full updated Mailing List (excluding student Members) during each Contract Year;
 - (iv) Bank is prohibited or otherwise prevented by UCIN or any UCIN Affiliate from conducting at least four (4) telemarketing campaigns to alumni Members during each Contract Year; provided that such telemarketing campaigns are follow-up campaigns to direct mail campaigns that Bank performs under this Agreement;
 - (v) UCIN fails to solicit Members by email for participation in the Program or to advertise the program in the e-newsletter published by the University of Cincinnati Alumni Association with the frequency and in the manner prescribed in Sections 2(c) and 2(e) of the Agreement; or
 - (vi) Bank is prohibited or otherwise prevented by UCIN, any UCIN Affiliate, or any third party having control over the athletic facilities that are the subject of Attachment #1 from conducting direct promotion campaigns (*e.g.*, tabling and postering) at those events and under the terms and conditions set forth on Attachment #1, during each Contract Year.

3. Notwithstanding anything contained in this Agreement to the contrary, and in addition to any rights in Section 10 of this Agreement, Bank shall no longer be obligated to pay any additional Advances to UCIN hereunder in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) The Agreement terminates prior to April 30, 2015 for any reason other than as specified in Section G.2, Clause (i), above;
- (ii) Bank is prohibited or otherwise prevented, for any reason other than as specified in Section G.2, Clause (ii), above, from conducting at least six (6) direct mail campaigns to the full updated Mailing List (excluding student Members) during each Contract Year;
- (iii) Bank is prohibited or otherwise prevented, for any reason other than as specified in Section G.2, Clause (iii), above, from conducting at least four (4) telemarketing campaigns to alumni Members during each Contract Year; provided that such telemarketing campaigns are follow-up campaigns to direct mail campaigns that Bank performs under this Agreement;
- (iv) UCIN is prohibited or otherwise prevented from soliciting Members by email for participation in the Program or advertising the program in the e-newsletter published by the University of Cincinnati Alumni Association with the frequency and in the manner prescribed in Sections 2(c) and 2(e) of the Agreement; or
- (v) Bank is prohibited or otherwise prevented, for any reason other than as specified in Section G.2, Clause (vi), above, from conducting direct promotion campaigns (e.g., tabling and postering) at those events and under the terms and conditions set forth on Attachment #1, during each Contract Year.

In addition to the foregoing, in the event any of the conditions set forth in Clauses (ii) through (v), above, should occur, Bank shall have the right to continue to apply Eligible Royalties to the unrecouped portion of the Advance paid by Bank to UCIN in the Contract Year in which one of the aforementioned conditions occurred until such Advance has been fully recouped. Any Eligible Royalties accrued thereafter shall be paid to UCIN as set forth in this Agreement.

4. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by Bank to UCIN in prior years, and pays UCIN Eligible Royalties accrued by UCIN 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.

5. The parties acknowledge and agree that the remedies contained in this Section G are not exclusive and shall be in addition to any other remedy available to a party at law or in equity.

H. ROYALTY GUARANTEE

1. UCIN shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than two million one hundred thousand dollars (\$2,100,000) (the "Guarantee Amount") by April 30, 2015, subject to the provisions set forth below and this Agreement remaining in effect through April 30, 2015. If, as of April 30, 2015, UCIN has not accrued \$2,100,000 in Eligible Royalties, Bank will pay UCIN an amount equal to the Guarantee Amount minus the sum of all Eligible Royalties accrued by UCIN under this Agreement and the amount of any 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 Sections G.2 or G.3, above.

H. DEPOSIT ACCOUNTS

The parties acknowledge and agree that this Section H shall have no force or effect unless and until Bank and UCIN mutually agree in writing to make Deposits part of the Program. If the parties agree to make Deposits part of the Program, Deposits Royalty compensation provisions will apply only to Deposit Accounts and not to any other Financial Service Product. Further, Deposits Royalties will not be paid to UCIN 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 (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.

ATTACHMENT #1

I. PROMOTIONAL OPPORTUNITIES

In accordance with Section 2(i) of this Agreement, UCIN shall provide the following to Bank at no additional cost:

- (a) Necessary access, during each year of this Agreement, for Bank to conduct direct promotion events for the Program at UCIN home football and basketball athletic events.
- (b) UCIN agrees to provide space for Bank to temporarily place 4 tables at each home football game and 2 tables at each home basketball game (each, a "Location") within the athletic facility holding the game or athletic event. The Locations shall be at prominent locations and will be mutually agreed upon by UCIN and Bank; provided, however, that Bank understands and agrees that the Locations for football games will be on the stadium concourse.
- (c) Passes to all Bank employees and agents that are conducting the direct promotion campaign.
- (d) Two (2) parking permits/passes for each game at which Bank will be conducting direct promotion events.
- (e) Reasonable vehicular access to the athletic facility in which Bank will be conducting direct promotion events. Such vehicular access shall to the extent possible provide the Bank vehicle a convenient position, in relation to each Location, before and after the event to unload/load.
- (f) Bank shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the athletic event.

ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of October, 2009 (the "Addendum Effective Date") by and between University of Cincinnati ("UCIN"), and FIA Card Services, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, UCIN and Bank are parties to an Affinity Agreement dated as of May 1, 2008 as the same may have been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of UCIN; and

WHEREAS, UCIN and Bank mutually desire to modify the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, UCIN 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. Section 1 of the Agreement is hereby amended by deleting the following definitions: "Gold Option Account", "Gold Option GIP Account", "Gold Reserve Account" and "Gold Reserve GIP Account".
3. The following sentence is hereby added to the definition of the term "Mailing List" in Section 1:

"As of the Addendum Effective Date, and for the remainder of the term and any renewal terms, the Mailing List will not contain the names of students of University of Cincinnati."
4. The parties agree that as of the Addendum Effective Date, and for the remainder of the term and any renewal terms, Bank will not pay Royalties to UCIN for Student Credit Card Accounts or for Student GIP Accounts.
5. Section 12(f)(2) of the Agreement is hereby deleted in its entirety and replaced with a new Section 12(f)(2) as follows:

"(2) If to FIA:

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. Sections A, E, and F of Schedule A of the Agreement are hereby deleted in their entireties.
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any

inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles); provided, however, that nothing contained herein shall operate as a waiver of the reservation of venue made in Ohio Revised Code section 2743.02. 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.

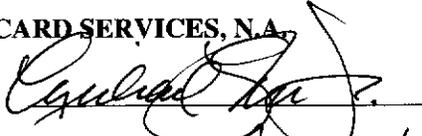
UNIVERSITY OF CINCINNATI

FIA CARD SERVICES, N.A.

By:



By:



Name:

Charles E. Jake IV,
Assistant General Counsel

Name:

MICHAEL L. PARSONS JR.

Title:

Assistant General Counsel
Officer

Title:

SVP

Date:

10/22/2010

Date:

11.18.2010