

**AFFINITY AGREEMENT
UNIVERSITY OF HOUSTON ALUMNI ASSOCIATION**

This Agreement is entered into as of this 1st day of January, 2011 (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 Houston Alumni Association, non-profit corporation having its principal place of business in Houston, Texas ("UHAA"), for themselves and their respective successors and assigns.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, UHAA 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 through B.

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

"Credit Card Account" means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

"Credit Card Program" means those credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

"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.

“Deposit Program” means those Deposits and related programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Financial Service Product” means any credit card program, charge card program, debit card program, , deposit program, travel and entertainment card program or the functional equivalent of any such product.

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

“Group Incentive Program” or **“GIP”** means any credit card marketing or program whereby UHAA conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

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

“Marketing List” means an updated and current list (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.

“Marketing Agreement” means that certain Group Incentive Program Marketing Agreement by and between UHAA and Bank dated as of even date herewith.

“Member” means members of UHAA, alumni of University of Houston and/or other potential participants mutually agreed to by UHAA and Bank.

“Program” means those programs and services, and the promotion thereof, of 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 UHAA 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 UHAA complies with the GIP provisions of the Agreement.

"Royalties" means the compensation set forth in Schedule A.

"UHAA Affiliate" means any Affiliate of UHAA.

"UHAA Trademarks" means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by UHAA or any UHAA Affiliate prior to or during the term of this Agreement and any University Trademarks.

"University" means the University of Houston and any office or department of, or affiliated or associated with, the University of Houston, including but not limited to the athletic department and the office of student affairs of the University of Houston.

"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 UHAA

(a) UHAA agrees that during the term of this Agreement neither UHAA, nor any UHAA Affiliate nor the University shall, 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 UHAA 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 UHAA or any UHAA Affiliate sells any product or service, in connection with such sales, UHAA shall not, and shall cause UHAA 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, UHAA and any UHAA Affiliate may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UHAA of said financial institution or advertising for a Financial Service Product. Notwithstanding the foregoing, Bank acknowledges and grants a waiver of exclusivity solely for the use of certain University Trademarks on debit cards pursuant to the licensing agreement between ISP Sports, LLC ("ISP") and the University dated (the "ISP Agreement"). In exchange for this waiver, UHAA agrees to use its best efforts to ensure that within eighteen (18) months of the Effective Date of this Agreement FIA will have the exclusive right to all University Trademarks for use on the Financial Service Products, including, without limitation, debit cards. UHAA will notify Bank in writing when ISP's rights to use (or sublicense to others to use) University Trademarks on debit cards are terminated. If such termination is not effected within eighteen months of the Effective Date, Bank will have the right to extend the initial term of this Agreement until December 31, 2015 by providing written notice to UHAA.

Notwithstanding the foregoing, during the period twelve months prior to December 31, 2013, UHAA may solicit proposals for programs from, and discuss with other organizations the

providing of Financial Service Products to Members, provided that UHAA will not execute any agreement with such entities prior to October 1, 2013 and that any agreement executed with such entities will not have an effective date prior to the termination date of this Agreement. For clarity, except as specifically set forth in the preceding sentence, UHAA will comply with the provisions of this Section 2(a).

UHAA agrees that during the term of this Agreement it shall not, directly or indirectly, enter into any agreements to offer any financial service products of any third party (for clarity, these cannot be Financial Service Products, as such term is then currently defined) without first advising Bank generally of the terms of such offer and the related product and providing Bank the opportunity to offer a similar product on an exclusive basis pursuant to the Program. In the event that UHAA and Bank cannot, after good faith negotiation, agree on the terms to offer such product (or Bank does not have a similar product at such time), and UHAA enters into an agreement with any third party to offer a financial service product that does not breach the exclusivity provision of this Agreement, UHAA will use its reasonable good faith efforts to negotiate a non-exclusive arrangement with such third party so that, in the future, Bank will have the opportunity to present similar products to UHAA for inclusion in the Program.

- (b) UHAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) UHAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other mutually agreed upon means for participation in the Program.
- (d) UHAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an UHAA Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change requested by UHAA in the UHAA Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due UHAA. In the event such costs exceed Royalties then due UHAA, if requested by Bank, UHAA will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, UHAA will provide Bank with the Marketing List free of any charge; provided, however, that UHAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that UHAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UHAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due UHAA. UHAA will provide the first Marketing List, containing the required information for at least two hundred eighty thousand (280,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UHAA's execution of this Agreement.
- (f) UHAA will, and will cause any UHAA 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 UHAA. Notwithstanding the above, UHAA 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 UHAA. Any correspondence received by UHAA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by UHAA will be paid by Bank.

- (g) UHAA hereby grants Bank and its Affiliates a limited, exclusive license to use the UHAA 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 UHAA Trademarks, notwithstanding the transfer of such UHAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. UHAA will provide Bank all UHAA 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 UHAA's execution of this Agreement. Nothing stated in this Agreement prohibits UHAA from granting to other persons a license to use the UHAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an UHAA Trademark, 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). UHAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. UHAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any UHAA Trademark. Bank may use Program Trademarks that contain UHAA 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.

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 UHAA Marketing Effort. 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 UHAA.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any UHAA Marketing Effort.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of UHAA.
- (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 UHAA. 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 UHAA.

- (f) Subject to applicable law and regulation, Bank has the right to place UHAA 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. UHAA will have approval of the use and appearance of the UHAA 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 UHAA or an UHAA Affiliate for such gifts or premiums. UHAA 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.
- (g) Notwithstanding anything contained in the Agreement to the contrary, UHAA 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 UHAA's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless UHAA 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). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.
- (h) In addition to its other obligations hereunder:
- (i) Bank will use its commercially reasonable efforts to provide a current or former player from the Houston Astros baseball club to play in UHAA's Celebrity Golf Classic at least once during the term of this Agreement;
- (ii) Bank will work in good faith with UHAA to identify non-affinity credit card customers of Bank who are University of Houston Alumni, and will offer them the opportunity to become members of the UHAA through either statement inserts or statement messages, to be done once annually during the term of this Agreement, subject to Bank's compliance duties with respect to information protection and privacy laws, any customer marketing restrictions, and applicable Bank policies; and

(iii) Bank will pay within 45 days of the full execution of this Agreement (provided such payment is made prior to December 31, 2010) a one time \$35,000 sponsorship to be provided in UHAA's discretion. UHAA will invoice Bank for payment of this sponsorship.

4. REPRESENTATIONS AND WARRANTIES

(a) UHAA 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) UHAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement and any period thereafter that Bank has the right to use the UHAA Trademarks to wind down the Program that it has the right and power to license UHAA Trademarks to Bank 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. UHAA 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 UHAA Trademarks license granted herein or from Bank's use of the UHAA 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 UHAA Trademarks or Marketing Lists.

5. ROYALTIES

(a) During the term of this Agreement, Bank will pay Royalties to UHAA. 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 (along with the delivery of Bank's Royalty report) will be made approximately forty-five (45) 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 businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify UHAA 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 UHAA'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 either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to UHAA, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 5(b), such terminated program remains subject to the provisions described in Section 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) of this Agreement and the rights and obligations in any other provision of this Agreement with respect to such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

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 UHAA shall be permitted to disclose such Information (i) to their accountants, consultants, legal, financial and marketing advisors, 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 UHAA 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 described in Section 5(a)) or other information (other than the Marketing List) concerning the Program or the Agreement, whether or not a requirement of the Agreement.

8. TERM OF AGREEMENT

- (a) The initial term of this Agreement will begin on the Effective Date and end on December 31, 2013. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.
- (b) Notwithstanding Section 8(a) above, the right to not renew the Agreement pursuant to this Section 8 of the Agreement may also be used by Bank to terminate the Deposit Program only or Credit Card Program only as of the end of any current term of the Agreement, with the exception that such non-renewal notice, to be valid and effective, must be received by UHAA on or before one hundred twenty (120) days prior to the end of the then current term. For the avoidance of doubt, in the event the Deposit Program or Credit Card Program terminates earlier than the Agreement as provided for immediately above, such terminated program remains subject to the provisions described in Section 2(h), 4(b), 7, 10(c), 10(d) and 10(f) of this Agreement and the rights and obligations in any other provision of this Agreement with respect to such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

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 or the Marketing Agreement by Bank or UHAA, the other party may terminate this Agreement and the Marketing 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 and the Marketing Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement and the Marketing Agreement will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or UHAA 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 and the Marketing 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 UHAA 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 UHAA 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 UHAA or any UHAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon termination or earlier expiration of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use UHAA Trademarks in connection with Deposit Accounts and Credit Card Accounts opened during such ninety (90) day period; and (iii) remove UHAA Trademarks from Program collateral and account materials, such as statements, and card carriers. UHAA shall not attempt to cause the removal of UHAA Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use UHAA Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify UHAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UHAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement and the Marketing Agreement in their entireties, without penalty or liability to UHAA, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 10(e), such terminated program remains subject to the provisions described in Section 2(h), 4(b), 7, 10(c), 10(d), and 10(f) of this Agreement and the rights and obligations in any other provision of this Agreement with respect to such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.
- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement and the Marketing Agreement for any reason, UHAA agrees that neither UHAA nor any UHAA 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, UHAA 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 UHAA, 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.
- (g) If the Marketing Agreement is terminated, for whatever reason, then this Agreement shall terminate immediately.

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 2(h), 4(b), 7, 10(c), 10(d), and 10(f) 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 (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to UHAA:

University of Houston Alumni Association
3100 Cullen Blvd.
Rm. 201
Houston, Texas 77204-6000

ATTENTION: Ms. Connie Fox
Chief Operating Officer

Fax #: (713) 743-9560

(2) If to Bank:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821

(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, UHAA 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 UHAA. 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 UHAA 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 UHAA 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, whether or not the statement is true and whether or not it is characterized as confidential.
- (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 by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (l) This Agreement may be executed in two (2) 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.

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

University of Houston Alumni Association

FIA Card Services, N.A.

By: 

By: 

Name: Michael Pede

Name: Michael A. SIMPSON

Title: CEO / President

Title: SENIOR VICE PRESIDENT

Date: 11/22/10

Date: 1/12/2011

By: 

Name: Reece Randa

Title: Chairman of Board of Directors

Date: 11/22/10

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay UHAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for UHAA 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. \$3.00 (three dollars) 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. \$3.00 (three dollars) 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 as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (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)).

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. \$3.00 (three dollars) 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 (1) 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. \$3.00 (three dollars) 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 as of the last processing day of every twelfth month after the opening of that Reward Account; 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. 0.50% (fifty 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, person to person money transfers, bets, lottery tickets, or casino gaming chips).

C. DEPOSIT ACCOUNTS

During the term of this Agreement, UHAA 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 C, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to UHAA on any existing deposit account that is converted to the Program.

1. \$1.00 (one dollar) 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 (90th) day from the account opening date. Payments will be made approximately 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.

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,