

**THE UNIVERSITY OF NEW MEXICO ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

This Agreement is entered into as of this 2nd day of Sept., 2002, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and THE UNIVERSITY OF NEW MEXICO ALUMNI ASSOCIATION, a ^{New Mexico non-profit corporation} [type of legal entity] having its principal place of business at Hodgin Hall, Albuquerque, New Mexico ("UNMAA") for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A, B and C.
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, business card programs and travel and entertainment card programs.
- (e) "Group Incentive Program" or "GIP" means any marketing or other program whereby UNMAA conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (f) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which UNMAA complies with the GIP provisions of this Agreement.
- (g) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.
- (h) "Member" means ~~graduate students of The University of New Mexico, alumni of The University of New Mexico, a member of UNMAA, friends, and donors of the The University of New Mexico and/or other potential participants mutually agreed to by UNMAA and MBNA America (each an "Alumni Member").~~ ^{ka} ^{me} ~~ka~~
- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(j) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.

(k) "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which UNMAA complies with the GIP provisions of the Agreement.

(l) "Royalties" means the compensation set forth in Schedule B.

(m) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by UNMAA during the term of this Agreement.

(n) "UNMAA Affiliate" means any entity ^{controlled by Ka} ~~controlled by or under common control with~~ UNMAA. ^{Je}

2. RIGHTS AND RESPONSIBILITIES OF UNMAA

(a) UNMAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither UNMAA nor any UNMAA Affiliate 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 MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; 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 MBNA America. Notwithstanding anything else in this Agreement to the contrary, UNMAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UNMAA of said financial institution or the advertised Financial Service Product. ^{Insert/add}

(b) UNMAA agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program.

(c) UNMAA authorizes MBNA America to solicit its Members by mail, direct promotion, internet, advertisements, e-mail and/or telephone for participation in the Program.

(d) UNMAA shall have the right of prior written approval of all Program advertising and solicitation materials to be used by MBNA America, which contain UNMAA's Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards), MBNA America may deduct such costs from Royalties due UNMAA. In the event such costs exceed Royalties then due UNMAA, UNMAA shall promptly reimburse MBNA America for all such costs. ^{Je}

^{insert/add} The parties acknowledge that UNMAA is affiliated with the University of New Mexico and further acknowledge that the exclusivity provisions of this agreement are not binding on the University, which may enter into Financial Services Program agreements with other providers in behalf of various elements of the University besides the alumni. ^{Ka}

- (e) Upon the request of MBNA America, UNMAA shall provide MBNA America with Mailing Lists free of any charge; provided, however, that UNMAA shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UNMAA not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by UNMAA or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due UNMAA. UNMAA shall provide the initial Mailing List, containing at least one hundred thirty thousand (~~130,000~~) non-duplicate names with corresponding valid postal addresses and, when available, telephone numbers of Members as soon as possible but no later than thirty (30) days after UNMAA's execution of this Agreement. E-mail addresses of members will be provided by UNMAA to MBNA America in accordance with the e-mail policies of the University of New Mexico.
- (f) UNMAA shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to UNMAA. Notwithstanding the above, UNMAA 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 MBNA America to UNMAA. Any correspondence received by UNMAA that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by MBNA America.
- (g) UNMAA hereby grants MBNA America and its affiliates a limited ^{full} exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. UNMAA shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the Program, as soon as possible but no later than thirty (30) days after UNMAA's execution of this Agreement. Nothing stated in this Agreement prohibits UNMAA 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.
- (h) UNMAA shall permit MBNA America to advertise the Program on prominent locations within the internet site of UNMAA. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle UNMAA to the GIP compensation set forth on Schedule B, subject to the other terms and conditions of this Agreement. UNMAA shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.
- (i) UNMAA shall provide to MBNA America advertising opportunities for the Program in a mutually agreed upon publication or communication material distributed to UNM Alumni at no cost to MBNA America.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

- (a) MBNA America shall design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America 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 UNMAA.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of UNMAA.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of UNMAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by UNMAA.
- (f) MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items.

4. REPRESENTATIONS AND WARRANTIES

- (a) UNMAA and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
- (i) It is duly organized, validly existing and in good standing.
- (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- (iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

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(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) UNMAA represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement and to provide the Mailing List(s) to MBNA America for the promotion of the Program. UNMAA will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's ^{insert} reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America 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.

** INSERT UNMAA'S WRONGFUL ACT OR OMISSION IN CONNECTION WITH*

5. ROYALTIES

(a) During the term of this Agreement, MBNA America shall pay Royalties to UNMAA. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide UNMAA with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

6. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

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. MBNA America and UNMAA shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on *July* ~~April~~ 1, 2003 and end on *September* ~~June~~ 30, 2010. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or UNMAA, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or UNMAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by UNMAA or any UNMAA Affiliate to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, UNMAA shall not attempt to cause the removal of UNMAA's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms

and conditions unduly burdensome, then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, UNMAA agrees that neither UNMAA nor any UNMAA Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, UNMAA may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by UNMAA 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 MBNA America, or offered any terms or incentives different from that offered to all Members.

11. GROUP INCENTIVE PROGRAM

(a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by UNMAA pursuant to any GIP. In that regard, UNMAA shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle UNMAA to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by UNMAA for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.

(c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by UNMAA pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UNMAA pursuant to any GIP shall be deducted from any or all Royalty payments due UNMAA under this Agreement.

(e) UNMAA shall comply with MBNA America'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.

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- (b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- (f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to UNM ALUMNI ASSOCIATION:

THE UNIVERSITY OF NEW MEXICO ALUMNI ASSOCIATION
Hodgin Hall
Albuquerque, New Mexico 87131-0016

ATTENTION: Ms. Karen Abraham, Ed. D
Executive Director

Fax #: (505) 277-6844

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
Rodney Square
Wilmington, Delaware 19884

ATTENTION: ~~William P. Morrison~~ Frank McEntee
Division President

Fax #: (302) 432-0805 0261

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

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America 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 MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America and UNMAA are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

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

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

UNIVERSITY OF NEW MEXICO
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By: [Signature] By: [Signature]

Name: DAVE ABRAHAM Name: Frank McEntee
William P. Morrison

Title: Exec Director UNMAA Title: Division President Director, SEVP

Date: September 3, 2002 Date: 4th Dec 2002

SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. The current annual percentage rate will be a fixed rate of 11.99%.
3. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

B. REWARD ENHANCEMENT

"Reward Enhancement" means the [frequent travel reward OR loyalty reward] Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The current annual percentage rate is 12.99%.
3. The Reward Enhancement may be marketed under another name (e.g., Plus Rewards), as determined by MBNA America from time to time, in its sole discretion.

C. GOLD RESERVE ACCOUNTS

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

1. There is NO annual fee for the first six months.
2. The annual fee for the second six (6) months, when applied, is \$10.00.
3. Thereafter the annual fee, when applied, is \$20.00.
4. The current annual percentage rate is as low as 11.99%.

D. GOLD OPTION ACCOUNTS

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

1. There is NO annual fee.
2. The current annual percentage rate is as low as 12.99%.

F. BUSINESSCARD CREDIT CARD ACCOUNTS

"BusinessCard Credit Card Account" means a business Credit Card Account (currently referred to as a *Platinum Plus for Business* account) opened by a Member in response to marketing efforts made pursuant to the Program. MBNA America reserves the right to change the product name(s) (e.g., *Platinum Plus for Business*), in its sole discretion, from time to time.

1. There is no annual fee for each business card issued to an individual or business entity pursuant to the BusinessCard Credit Card Account program. MBNA America reserves the right to make special pricing offers for BusinessCard Credit Card Accounts to select Customers and/or Members at its own discretion.
2. The current Annual Percentage Rate for BusinessCard Credit Card Accounts is a fixed rate of 11.99%.

SCHEDULE B

ROYALTY ARRANGEMENT

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

A. CREDIT CARD ACCOUNTS AND REWARD CREDIT CARD ACCOUNTS

1. \$51.00 (fifty one dollars) for each of the first two thousand fifty eight (2058) new Credit Card Account (including Reward Credit Card Accounts) opened, which remains open for at least ninety (90) consecutive days. Beginning with the two thousand fifty ninth (2059) new Credit Card Account (or Reward Credit Card Account) and thereafter, \$1.00 for each new Credit Card Account or Reward Credit Card Account opened which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Credit Card Account or Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account or Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account or Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (other than Reward Credit Card Accounts) (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)),
4. 0.20% (two tenths of one percent) 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, money orders, bets, lottery tickets, or casino gaming chips)).

B. BUSINESS CREDIT CARD ACCOUNTS

BusinessCard Credit Card Account compensation provisions shall not affect any other compensation provisions contained in the Agreement, and the compensation provisions referencing any other form of Credit Card Accounts shall not apply to BusinessCard Credit Card

Accounts; provided, however, that BusinessCard Credit Card Account Royalties accrued hereunder will be treated as Royalties for purposes of Schedule B, Section G hereof.

0.20% (two tenths of one percent) of the retail purchase transaction dollar volume generated by Customers using a BusinessCard Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery ticket, or casino gaming chips).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.
2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.
3. \$2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

E. DEPOSIT ACCOUNTS

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

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

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.

2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

F. GIP ACCOUNTS

\$35.00 (thirty five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. ROYALTY ADVANCE

1. Upon the completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America shall to UNMAA the sum of One Million Dollars (\$1,000,000.00) (the "First Advance") as an advance against future Royalties. Within forty-five (45) days of (i) June 30, 2003, and (ii) the end of each calendar quarter thereafter, up through and including March 31, 2010, MBNA America shall pay to UNMAA the sum of One Hundred Forty Two Thousand Eight Hundred Fifty Seven Dollars (\$142,857.00) (each a "Subsequent Advance" and together with the First Advance, each an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UNMAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UNMAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to UNMAA hereunder, and (y) UNMAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) UNMAA breaches any of its obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

- (v) MBNA America is prohibited from conducting promotion campaigns (e.g., tabling and poster) at major alumni events during each consecutive twelve month period during the term of the Agreement.

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

3. A "Full Marketing Campaign" consists of a direct mail campaign to the full updated Mailing List and a telemarketing campaign using the full updated Mailing List.

H. ROYALTY GUARANTEE

UNMAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than Five Million Dollars (\$5,000,000.00) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement UNMAA has not accrued \$5,000,000.00 in Royalties, MBNA America will pay UNMAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UNMAA during the initial term of this Agreement and the amount of any unrecovered Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent the non-occurrence of any of the conditions set forth in Subsection G.1., above

I. ACCOUNT BONUS

Upon the completion of the first Full Marketing Campaign (as defined herein) by MBNA America, MBNA America will also pay UNMAA an account bonus of one hundred five thousand dollars (\$105,000.00) (the "Account Bonus"). Notwithstanding anything to the contrary in this Agreement, Fifty dollars (\$50.00) of each per account Royalty accrued pursuant to Schedule B, Section A.1, shall in lieu of direct payment to UNMAA, be applied against the Account Bonus until such time as the Account Bonus is fully recouped.

**ADDENDUM TO THE UNIVERSITY OF NEW MEXICO ALUMNI ASSOCIATION
AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 12th day of January, 2004 by and between University of New Mexico Alumni Association ("UNMAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, UNMAA and MBNA America are parties to an affinity agreement dated September 2, 2002 (the "Agreement"); and

WHEREAS, UNMAA and MBNA America mutually desire to amend the Agreement as provided for herein;

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

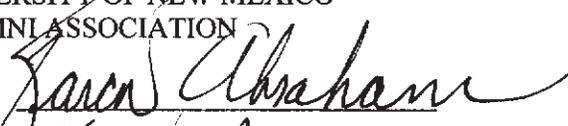
1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. Section 1 of the Agreement is hereby amended by adding the following new subsections (o) and (p):
 - (o) "Existing Credit Card Account" means a credit card already existing as of the Effective Date which was opened by a Member in response to marketing efforts made pursuant to the Previous Agreement.
 - (p) "Previous Agreement" means the affinity agreement by and between MBNA America and UNMAA dated July 12, 1995, which was terminated on June 30, 1998.
3. By approximately the second quarter of 2004, MBNA America will use its commercially reasonable efforts to review the Existing Credit Card Accounts to determine if such accounts meet MBNA America's reissue criteria. If such Existing Credit Card Account meets MBNA America's reissue criteria, such account will be converted to a Credit Card Account under the Program and upon conversion will only receive the compensation set forth in Schedule B, Section A.2, A.3, and A.4.
4. 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. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

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

UNIVERSITY OF NEW MEXICO
ALUMNI ASSOCIATION

MBNA AMERICA BANK, N.A.

By:



By:



Name:

KAREN ABRAMHAM

Name:

JAMES S. MURPHY

Title:

Exec Dir. UNM Alumni Assoc

Title:

EVP

Date:

1/28/2004

Date:

3-19-04

NONDISCLOSURE AGREEMENT

FIA Card Services, N. A. ("Bank") and **University of New Mexico Alumni Association** ("Group") are parties to an affinity agreement wherein Bank provides certain credit card and/or financial services to Group (the "Agreement"). In connection with the respective Group's performance of its obligations under the Agreement and its rights thereunder, Group and **Affinity Financial Management Services LLC** (its "Advisor") will share Consultation Materials in Group's possession, and Advisor may receive and may request certain oral and written information prepared by Bank or Bank's Representatives (as defined below) concerning the Agreement and performance thereunder from Bank (collectively, such information is referred to as "Consultation Materials"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. In consideration of having furnished and furnishing in the future Group and their agent, Advisor, with the Consultation Materials, Advisor agrees to the following:

1. Consultation Materials shall not include any information (i) which was publicly known or made available to the public prior to the time of disclosure by Bank to Advisor or Group to Advisor, in either case, through no action or inaction of the Group (excluding Group disclosures in compliance with state or federal public records laws); (ii) which becomes publicly known or is made available to the public after disclosure to Advisor by Bank or Group through no action or inaction of the Advisor or the Group (excluding Group disclosures in compliance with the state or federal public records laws); (iii) which is already in the Advisor's possession at the time of disclosure as shown by the Advisor's files and records immediately prior to the time of disclosure; (iv) which is obtained by the Advisor from a third party (other than Group) without a breach of such third party's obligations of confidentiality; (v) which is independently developed by Advisor without use of or reference to the disclosing party's Consultation Materials, as shown by documents and other competent evidence in the Advisor's possession; or (vi) when, and only to the extent, it is required by law or governmental authority to be disclosed by the Advisor, provided that the Advisor gives the Bank prompt written notice of such requirement (if permitted by applicable law) prior to such disclosure and reasonable assistance, at the Bank's expense, in obtaining an order protecting the information from public disclosure. To the extent Advisor, on behalf of a Group, performs analysis or business casing using the Consultation Materials, Bank shall retain ownership of its Information; however, Bank shall not receive any right, title or interest in the methods, formulae or other proprietary methodology used by Advisor which shall be deemed retained by Advisor ("Advisor Work Tools"). In addition, to the extent Advisor and Group in concert with Bank jointly develop any concepts, products, strategies, etc., the particular pieces of Consultation Material used therein, if any, shall remain the exclusive property of Bank and the particular pieces of Advisor Work Tools used therein, if any, shall remain retained by Advisors; however, unless otherwise agreed to by Bank and Group, all other portions of such jointly developed work shall be deemed Consultation Material and shall be subject to the restrictions contained herein.

2. Advisor agrees that it will use the Consultation Materials solely with respect to the relationship set forth in the Agreement between Group and Bank and for no other purpose, including, without limitation, using the Consultation Materials for any entity other than Group, to analyze or adjust its current modeling of industry trends or to otherwise model performance. Notwithstanding the above, nothing herein shall prohibit the use of

any Consultation Material by Advisor to show its clients credit card industry trends so long as it is on an anonymous (i.e., is used in such a manner that the source of the information cannot be traced back to Bank or the Group) and aggregated (i.e., the Consultation Material is always used in combination with the same information from a multitude of other issuers so that Consultation Material comprises less than fifty percent (50%) of the aggregated information) basis. The Consultation Materials will be kept strictly confidential by Advisor and the Advisor will not disclose the Consultation Materials to any entity or person, except that Advisor may disclose Consultation Materials, or portions thereof, only to its employees, directors, and officers (collectively, "Representatives") who need to know such information for the purpose of assisting Group in their evaluation of and performance under the Agreement, and who are informed of the confidential nature of the Consultation Materials and agree to abide by this Confidentiality Agreement.

3. Advisor agrees to be responsible for any breach of this Confidentiality Agreement by its Representatives. Advisor shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Consultation Materials and which are provided to Advisor.
4. Advisor agrees that it shall take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Consultation Materials. Without limiting the foregoing, Advisor shall take at least those measures that it takes to protect its own most highly confidential information. Except as may be required in the Agreement between Group and Bank, Bank shall not be required to disclose any particular Consultation Materials to Advisor or the Group and the disclosure of any Consultation Materials is entirely voluntary and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the term of this Confidentiality Agreement. Bank agrees that confidential information of Group provided by Advisor to Bank will be subject to the Agreement and the confidentiality provisions contained therein.
5. Without the prior written consent of Bank, or except as otherwise permitted in this Confidentiality Agreement, Advisor agrees not to, and will cause its Representatives not to, disclose to any person other than the particular Group any discussions or negotiations concerning the Agreement or any of the terms, conditions, or other facts with respect to the Agreement or the Program, including the status thereof.
6. ALL CONSULTATION MATERIALS ARE PROVIDED "AS IS". BANK MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, NON-INFRINGEMENT OR PERFORMANCE. BANK SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES, LOSSES OR ACTIONS INCURRED OR UNDERTAKEN BY THE ADVISOR AS A RESULT OF THE RECEIPT OR USE OF THE CONSULTATION MATERIALS.
7. All documents and other tangible objects containing or representing Consultation Materials, and all copies thereof which are in the possession of Advisor, shall be and remain the sole property of Bank and shall be promptly returned to Bank upon Bank's written request. Upon the written request of Bank, Advisor will destroy any and all materials (whether written or electronic) that contain information from the Consultation Materials and provide to Bank written certification that such information has been destroyed

except that, subject to the terms and conditions of this Confidentiality Agreement, one copy of such Consultation Materials may be retained by Group's counsel, and Advisor's counsel, in its legal files in the event of a legal or quasi-legal dispute or proceeding and to determine its obligations under this Agreement and ensure compliance.

8. Neither this Confidentiality Agreement nor anything contained in this Confidentiality Agreement is intended to grant any right, license or authority to Advisor in or to the Consultation Materials except for the use of the information in strict accordance with express provisions herein.

9. The restrictions upon and obligations of the parties hereunder, including, but not limited to, the obligation of Advisor to keep confidential all Consultation Materials provided to Advisor, shall survive the date of execution of this Agreement and shall extend to, bind and be enforceable against the parties, and all of their respective successors and assigns. This Confidentiality Agreement may not be assigned by either party without the written consent of the other party.

10. Each party agrees that money damages may not be a sufficient remedy for any breach of this Confidentiality Agreement and that any violation or threatened violation of this Confidentiality Agreement may cause irreparable injury to the Bank, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Bank may be entitled to specific performance and injunctive relief for any such breach, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. Advisor agrees to indemnify, defend and hold Bank and its directors, officers, agents, employees, affiliates, insurers, successors and assigns harmless from and against any and all liability, actions, claims, demands, liens, losses, damages, judgments and expenses (including attorneys' fees) that arise from a breach of this Confidentiality Agreement by Advisor, including any representatives.

12. This Confidentiality Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Confidentiality Agreement shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and Advisor shall not have any obligation, express or implied by law, with respect to trade secret or proprietary information of the Bank except as set forth herein. Any failure to enforce any provision of this Confidentiality Agreement shall not constitute a waiver thereof or of any other provision. This Confidentiality Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

AFFINITY FINANCIAL
MANAGEMENT SERVICES LLC

By: [Signature]
Name: [Name]
Title: [Title]

FIA CARD SERVICES, N.A.

By: [Signature]
Name: [Name]
Title: [Title]



Com. Operations

Alumni Association
Founded 1897

JUL 29 2010

Operator # 18

Executive Committee

July 29, 2010

President

Ruth Schifani '70, '76 JD

President-elect

Steve Christ '67

Past President

Judy Zanotti '61 BSED, '73 MA

Treasurer

Gene Baca '82

Members at Large

Monica Armenta '85

Randy Royster '92 JD

Waneta Tuttle '67, '70, '73 PhD, '85

Kathie Winograd '07 EdD

Executive Director

Karen Abraham '67, '68, '71 EdD

MBNA America Bank, N.A.
Rodney Square
Wilmington, Delaware 19884
Attn: Division President

Dear Sir,

The University of New Mexico's Alumni Association is appreciative of the support that MBNA and Bank of America have given us over the past seven years. We are optimistic that our current discussions will result in a new agreement beneficial to both organizations.

I am writing today to advise that we will not be renewing the current agreement: the Agreement between MBNA America Bank, N.A and the University of New Mexico Alumni Association entered into September 2, 2002. Please accept this as our written notice of our intention not to renew the Agreement beyond September 30, 2010.

Sincerely,

Karen Abraham, Ed.D.
Executive Director
UNM Alumni Association

cc: Nazanin Rad

Des 004 04 02

7/2/2010

Ms. Karen A. Abraham
Executive Director
University of New Mexico Alumni Association
Hodgin Hall
Albuquerque, NM 87131

RE: Affinity Agreement by and between University of New Mexico Alumni Association (“UNMAA”) and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) (“Bank”) entered into as of September 2, 2002, as the same has been amended (“Agreement”).

Dear Ms. Abraham:

This letter confirms our understanding that UNMAA and Bank would like additional time to consider renewing the Agreement under its current terms. Notwithstanding anything to the contrary in the Agreement, the parties agree that either party may notify the other party of its intent not to renew the current term of the Agreement no later than July 31, 2010 (the “Notice Deadline”). For clarity, if either party notifies the other of its intent not to renew the current term of the Agreement by the Notice Deadline, the Agreement will terminate September 30, 2010. If neither party provides notice of its intent not to renew the Agreement by the Notice Deadline, the Agreement will automatically renew pursuant to the terms of the Agreement and the Agreement will remain in full force and effect until otherwise terminated.

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter

FIA CARD SERVICES™

FIA Card Services, DE5-001-08-03
1100 N King Street
Wilmington, DE 19884

Tel: 800.441.7048

where indicated below and fax one copy and return one original to me.

Sincerely,



Nazanin Rad
Assistant Vice President
Phone: 469-201-4827
Fax: 469-201-4881

Accepted and agreed:

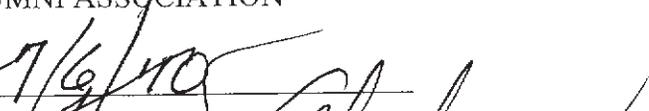
FIA CARD SERVICES, N.A.

UNIVERSITY OF NEW MEXICO
ALUMNI ASSOCIATION

By: 

Name: Steve Poan

Title: S. J. P.

By: 7/6/10


Name: Aaron Abraham

Title: Executive Director
UNM Alumni Assoc

FIA CARD SERVICES®

9/23/2010

Dr. Karen Abraham
Executive Director
University of New Mexico Alumni Association
Hodgin Hall
Albuquerque, NM 87131

RE: Amendment and Extension of Agreement

Dear Dr. Abraham:

This letter confirms our understanding that FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("Bank") and University of New Mexico Alumni Association ("UNMAA") would like to extend the current term of the Affinity Agreement entered into as of September 2, 2002 (as it has been amended) wherein Bank provides financial services products to customers of UNMAA (the "Agreement").

In consideration of the parties' mutual desire to provide time to negotiate the terms of a new Agreement and other good and lawful consideration, the parties agree that the current term of the Agreement shall be extended to November 30, 2010, and, thereafter, the term of the Agreement shall automatically extend at the end of the then current term and any renewal term for a period of sixty (60) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term. UNMAA hereby rescinds its notice of intent not to renew the Agreement dated July 29, 2010.

Upon expiration or termination of the Agreement, Bank will have up to ninety (90) calendar days from the expiration or termination date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use Trademarks in connection with Credit Card Accounts opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. UNMAA shall not attempt to cause the removal of 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 Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion. This provision replaces the provisions concerning use of the Trademarks in connection with winding down of the Program and termination.

This letter 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. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

FIA CARD SERVICES®

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

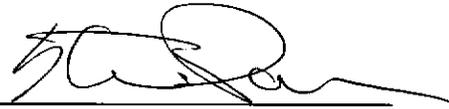
Sincerely,



Nazanin Rad
Assistant Vice President
Fax # 469-201-4881

Accepted and agreed:

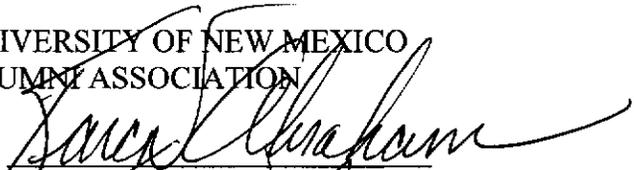
FIA CARD SERVICES, N.A.

By: 

Name: Steve Doan

Title: S. J. P.

UNIVERSITY OF NEW MEXICO
ALUMNI ASSOCIATION

By: 

Name: KAREN ABRAHAM

Title: Executive Director

9/30/10

**AMENDED AND RESTATED
AFFINITY AGREEMENT
UNIVERSITY OF NEW MEXICO ALUMNI ASSOCIATION**

This Agreement is entered into as of this 1st day of April, 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 New Mexico Alumni Association, a non-profit corporation having its principal place of business in Albuquerque, New Mexico ("UNMAA"), for themselves and their respective successors and assigns.

WHEREAS, UNMAA and Bank are parties to that certain Affinity Agreement entered into as of September 2, 2002, as the same has been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UNMAA; and

WHEREAS, UNMAA and Bank mutually desire to amend and restate the Original Agreement.

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

1. DEFINITIONS

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

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

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

"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.

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

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

“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, and any other financial service programs or products.

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

“Group Incentive Program” or **“GIP”** means any credit card marketing or program whereby UNMAA 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 and permitted, telephone numbers (including area codes) of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics. The Marketing List will not contain the names of students of the University of New Mexico, who are not also alumni of the University of New Mexico.

“Member” means an alumni of UNMAA and/or other potential participants mutually agreed to by UNMAA and Bank.

“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.

“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 UNMAA 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 UNMAA complies with the GIP provisions of the Agreement.

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

“UNMAA Affiliate” means any Affiliate of UNMAA.

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

2. RIGHTS AND RESPONSIBILITIES OF UNMAA

- (a) UNMAA agrees that during the term of this Agreement it will endorse the Program exclusively and except as permitted herein, that neither UNMAA nor any UNMAA Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the UNMAA 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 UNMAA or any UNMAA Affiliate sells any product or service, in connection with such sales, UNMAA shall not, and shall cause UNMAA 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, UNMAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UNMAA of said financial institution or advertising for a Financial Service Product.

Notwithstanding anything to the contrary in this Agreement, Bank and UNMAA agree that, as of one year prior to the term end date, UNMAA may solicit proposals for programs offering and/or discuss with any organization other than Bank the providing of any Financial Service Products of any entity other than Bank; provided, however, UNMAA shall not, directly or indirectly, prior to the term end date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than Bank, or (ii) license or allow others to use or license the Trademarks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than Bank.

The parties acknowledge that UNMAA is affiliated with the University of New Mexico and further acknowledge that the exclusivity provisions of this Agreement are not binding on the University of New Mexico, which may enter into Financial Services Program agreements with other providers on behalf of various elements of the University besides the alumni.

- (b) UNMAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) UNMAA authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements, banking centers, telephone or any other means for participation in the Program.
- (d) UNMAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an UNMAA Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the UNMAA Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due UNMAA. In the event such costs exceed Royalties then due UNMAA, if requested by Bank, UNMAA will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, UNMAA will provide Bank with the Marketing List free of any charge; provided, however, that UNMAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that UNMAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UNMAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due UNMAA. UNMAA will provide the first Marketing List, containing the required information for at least one hundred twenty four thousand (124,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UNMAA's execution of this Agreement.
- (f) UNMAA will, and will cause any UNMAA 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 UNMAA. Notwithstanding the above, UNMAA 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 UNMAA. Any correspondence received by UNMAA that is intended for Bank (*e.g.*, applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within forty-eight (48) hours of receipt. All reasonable overnight courier expenses incurred by UNMAA will be paid by Bank.

- (g) UNMAA hereby grants Bank and its Affiliates a limited, exclusive license to use the UNMAA 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 UNMAA Trademarks, notwithstanding the transfer of such UNMAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. UNMAA will provide Bank all UNMAA 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 UNMAA's execution of this Agreement. Nothing stated in this Agreement prohibits UNMAA from granting to other persons a license to use the UNMAA 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 UNMAA 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). UNMAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. UNMAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any UNMAA Trademark. Bank may use Program Trademarks that contain UNMAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.
- (i) UNMAA will not prohibit or otherwise prevent Bank from (i) conducting at least five (5) direct mail campaigns to the full updated Marketing List; (ii) at least four (4) updated telemarketing campaigns to the full updated Marketing List; and (iii) at least one (1) promotion campaign (e.g. tabling and postering) at major alumni events during each consecutive twelve (12) month period during the term of the 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 UNMAA 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 UNMAA.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any UNMAA 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 UNMAA.
- (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 UNMAA. 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 UNMAA.

- (f) Subject to applicable law and regulation, Bank has the right to place UNMAA Trademarks on gifts for individuals completing applications and on other premium items suitable in Bank's judgment for the solicitation of Credit Card Account applications. UNMAA will have approval of the use and appearance of the UNMAA 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 UNMAA or an UNMAA Affiliate for such gifts or premiums. UNMAA 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, UNMAA 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 UNMAA'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 UNMAA 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.

4. REPRESENTATIONS AND WARRANTIES

- (a) UNMAA 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) UNMAA 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 UNMAA Trademarks to wind down the Program that it has the right and power to license UNMAA 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. UNMAA further represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that there is no entity or organization (including the University of New Mexico or any organization associated with the University of New Mexico) that can use, license or sublicense the UNMAA Trademarks in connection with any Financial Service Products, that has access to the Marketing List(s) in connection with any Financial Service Products or that can grant marketing access to the Marketing List(s) in connection with any Financial Service Products. UNMAA 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 UNMAA Trademarks license granted herein or from Bank's use of the UNMAA 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 UNMAA Trademarks or Marketing Lists.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to UNMAA. 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 UNMAA 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 UNMAA'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 UNMAA, 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 the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive

the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under 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.

- (c) During the term of this Agreement and any renewal term (s), Bank will not pay Royalties to UNMAA for any student credit card accounts; however, pursuant to the trademark license granted by UNMAA to Bank pursuant to this Agreement, Bank will have the right to continue to use the UNMAA Trademarks on all Credit Card Accounts during the term of the Agreement.

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 UNMAA 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 UNMAA 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 March 31, 2014. 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 UNMAA 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 the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under 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 by Bank or UNMAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or UNMAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the UNMAA 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 UNMAA 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 UNMAA or any UNMAA Affiliate to the Members. Such approval will not be unreasonably withheld or delayed. Upon termination or earlier expiration of this Agreement and/or, with respect to the Deposits portion of the Program, upon termination of that portion of the Program, Bank will have up to ninety (90) calendar days from the termination or expiration date of either the Agreement or the Deposits Program, as the case may be, solely with respect to the Deposits Program, to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use UNMAA Trademarks in connection with Deposit Accounts and Credit Card Accounts opened during such ninety (90) day period; and (iii) remove UNMAA Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. UNMAA shall not attempt to cause the removal of UNMAA 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 or the Deposits program, as the case may be, solely with respect to the Deposits Program, and Bank shall have the right to use UNMAA 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 UNMAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UNMAA'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 in its entirety, without penalty or liability to UNMAA, 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 the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under 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 for any reason, UNMAA agrees that neither UNMAA nor any UNMAA 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, UNMAA 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 UNMAA, 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) In the event the University of New Mexico or any affiliate or department of University of New Mexico (e.g., Athletics or Student Affairs) enters into an agreement with another entity for a financial services program that Bank determines, in its sole discretion, competes with the Program, Bank may, in its sole discretion and at any time thereafter, terminate the Agreement upon sixty (60) days prior written notice to UNMAA.

11. GROUP MARKETING

- (a) UNMAA will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by UNMAA, including, but not limited to, any GIP ("UNMAA Marketing Effort"). UNMAA will give Bank sixty (60) days prior notice prior to engaging in any UNMAA Marketing Effort.
- (b) All GIP marketing materials will be coded by UNMAA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle UNMAA to the Royalty for

GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.

- (c) Bank will have the right of prior approval of all marketing materials to be used in any UNMAA Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any UNMAA Marketing Effort. In furtherance of the above, UNMAA shall immediately discontinue any or all UNMAA Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. UNMAA will not deviate from the approved materials and plan for any UNMAA Marketing Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any UNMAA Marketing Effort or of supporting any UNMAA Marketing Effort will be promptly reimbursed by UNMAA upon demand.
- (e) UNMAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any UNMAA Marketing Effort.
- (f) UNMAA will advertise all the products offered under the Program on UNMAA's web page, account profile pages and such other prominent locations within the internet site(s) of UNMAA as the parties shall mutually agree upon, all at UNMAA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle UNMAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. UNMAA will modify or remove such advertisements within twenty four (24) business hours of Bank's request. To enable Bank to view all Program material, UNMAA will provide Bank with the ability to access any and all pages within the UNMAA internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.
- (g) During the term of this Agreement, UNMAA agrees to conduct on its own, at its expense and on an ongoing basis the following mutually agreed upon UNMAA Marketing Efforts for Deposits offered under the Program: (i) online marketing efforts, which would include hyperlinks to a Bank Deposits application and/or Bank inbound application telephone number(s), which shall include, but not be limited to, e-mails, e-newsletters; and (ii) offline marketing efforts, which would include either Deposit applications and/or Bank inbound application telephone number(s), which shall include, but not be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, and event notifications.

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), 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 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 UNMAA:

University of New Mexico Alumni Association
Hodgin Hall
Albuquerque, NM 87131

ATTENTION: Ms. Karen A. Abraham
Executive Director

Fax #: (505) 277-6844

(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, including, without limitation, the Original Agreement. 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, UNMAA 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 UNMAA. 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 UNMAA 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 UNMAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) [intentionally deleted]
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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 New Mexico
Alumni Association

FIA Card Services, N.A.

By: [Signature]

By: Wayne Goodman

Name: KAREN FROSTMAN

Name: Wayne Goodman

Title: Exec. Director

Title: Senior Vice President

Date: Alumni Assoc

Date: 6/3/2011

UNIV. OF N MEXICO

4/1/2011

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay UNMAA a Royalty calculated as follows for those accounts with active charging privileges. Bank may create a special class of consumer accounts for UNMAA 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. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

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. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. EMERGING ACCOUNTS

Emerging 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 Accounts.

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging 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 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 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 Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.10% (ten basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent

transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

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

D. DEPOSIT ACCOUNTS

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

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 (90th) day from the account opening date.
2. An additional \$2.00 (two 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.