

**FIRST TENNESSEE BANK NATIONAL ASSOCIATION  
CARDMEMBER SPONSOR AGREEMENT**

This Cardmember Sponsor Agreement is entered into on the 19<sup>th</sup> day of May, 2000 by and between First Tennessee Bank National Association (the "Bank") and Alpha Sigma Tau (the "Sponsor").

**1. Background Information**

The Bank is a member of MasterCard International, Inc. ("MasterCard"), and VISA U.S.A., Inc. ("VISA"), and operates credit card programs pursuant to which MasterCard and VISA cards will be issued by the Bank to customers who wish to avail themselves of the programs, services and credit facilities afforded by MasterCard, VISA and member institutions of the MasterCard and VISA systems. The Bank offers a program to enable other persons, firms, corporations and other entities to refer customers to participate with the Bank in the MasterCard system and/or the VISA system.

**2. Definitions**

As used herein, unless the context expressly indicates otherwise:

- (i) "Card" means either or both of any MasterCard credit card and/or any VISA credit card (standard, preferred or otherwise) and/or any other card which is authorized for use by either MasterCard or VISA and which is issued by the Bank pursuant to this Agreement.
- (ii) "Cardmember" means any person, firm, corporation or other entity to whom a Card has been issued.
- (iii) "Member" means any person, firm, corporation or other entity associated with or referred by the Sponsor.

**3. Duties of Bank; Duties of Sponsor**

**a. Duties of Bank**

The Bank will issue Cards to persons or entities whose names are supplied to the Bank by the Sponsor and who request the Cards and who are approved for the extension of credit by the Bank in its sole discretion. The Cards will show the name of the Sponsor on the face thereof, unless the Bank and the Sponsor shall otherwise agree in writing. The Bank shall have the right to denote on the reverse of the Cards such information as the Bank shall from time to time deem appropriate, including, without limitation, information to the effect that the Card is the property of the Bank, and that credit is extended by the Bank pursuant to

a Cardmember agreement between the Cardmember and the Bank. Such indications may use the name "First Tennessee Bank National Association" or a trade name or service mark of the Bank.

Marketing materials shall be developed by the Bank and provided to the Sponsor at the Bank's expense, and the Bank shall assume responsibility for the administration of promotional and solicitation activities. Prior to initial use, each form of endorsement and related marketing materials used to solicit Cardmembers shall be submitted by the Bank to the Sponsor for approval, which approval shall be deemed to have been given if Sponsor fails to notify Bank of its objections within 10 days of receipt thereof. Approvals by Sponsor shall not be unreasonably withheld or delayed.

Based on its customary credit policies, the Bank will accept or reject in its sole discretion applications for the Card submitted by Members. The Bank will issue Cards to, and establish credit limits for, those applicants accepted by the Bank. It is expressly understood that all Cardmember accounts and transactions for such accounts shall create the relationship of debtor and creditor between each Cardmember and the Bank, and the Bank shall be the sole owner and holder of all rights and remedies incident to such accounts. The Bank shall be identified as the creditor in Cardmember agreements and as the owner or issuer of the Cards. Except as expressly provided in this Agreement, the Bank shall have the right to make all determinations with respect to the terms and features of the Card services, and such enhancements and incidental services as the Bank may choose to furnish to Cardmembers. The Bank may charge Cardmembers a membership fee for its account services, and various other fees. These fees, the amount of finance charges assessed, the method of application of payments, the method of computation of finance charges and all other terms of the account may be changed from time to time, provided that the Bank shall provide such notice to the Cardmember as is required by applicable law. Cards issued by the Bank shall be governed by the terms of the Cardmember agreements to be entered into between the Bank and each Cardmember, and the Bank reserves the right to amend its Cardmember agreements from time to time as permitted thereunder. The relationship between the Sponsor and the Bank is that of independent contractor; no agency, joint venture, partnership or fiduciary relationship is created or intended to be created by the terms of this Agreement, and neither party hereto shall have the right or authority to act for or on behalf of the other party.

In respect of the Sponsor's participation in either or both of the MasterCard and/or VISA systems hereunder, the Bank or its designee shall provide training for personnel of the Sponsor of such nature and at such place as the Bank and

the Sponsor shall mutually deem satisfactory.

b. Duties of Sponsor

The Sponsor agrees to actively promote and support the Card services offered by the Bank for Members on a continuing basis and to display such materials related thereto as are appropriate in its offices. During the term of this Agreement, the Sponsor will not enter into a Sponsorship Agreement with any other Credit Card provider or permit marketing materials or solicitations for any MasterCard, VISA or other credit card, charge card or debit card other than the Card to be displayed, used or distributed in any offices of the Sponsor or contained in any communication materials prepared and distributed by the Sponsor to its Members. The Sponsor further agrees to cooperate with the Bank in its own efforts to promote the MasterCard and/or VISA systems offered through the Bank in such manners and by such means as the Bank may from time to time reasonably request. Sponsor may undertake a marketing and/or promotional campaign to promote the Card to its Members, with all written materials to be approved in writing in advance by Bank. In addition to the foregoing marketing efforts, at the Bank's request, not later than 90 days after the date of such request, the Sponsor will include in its periodic communications to its Members statement stuffers for the Card provided by the Bank. Thereafter, the Sponsor shall include statement stuffers for the Card in its periodic communications to Members as requested and provided from time to time by the Bank but not more than once per calendar quarter. In addition, promptly following the execution of this Agreement and thereafter at least once annually, the Sponsor shall provide to the Bank a current list in form reasonably acceptable to the Bank indicating the name and address of each Member and any other available member information considered necessary to implement a marketing program.

Neither Sponsor nor any of its officers, employees or agents will discourage any of its Members from applying for the Card on any basis (including, without limitation, any perceived creditworthiness or lack thereof) or otherwise screen or select Members to receive applications from Bank (other than broad geographical or other categories as specified by the Bank from time to time).

The compensation levels for the Sponsor is set forth on Exhibit A. No compensation will be paid for a month in which the number of active outstanding cards is less than 400 in said month.

Sponsor further covenants and agrees that it will not pay or rebate any compensation received from the Bank to any Cardmember; provided that Sponsor may use the proceeds of such compensation in programs and activities that benefit Members generally.

#### 4. Compensation of Sponsor

During the term of this Agreement, the Bank or its designee shall pay to the Sponsor, for and in consideration of the Sponsor's support and promotion of the Bank's Card services, and of the Bank's right to use the Sponsor's Marks and the Sponsor's mailing list, all as provided in this Agreement, the fees determined as set forth in Exhibit A attached hereto, such payment to be made at the times and in the amounts indicated on such Exhibit A, subject to adjustment as provided herein.

#### 5. Confidentiality

All Member information provided by the Sponsor to the Bank pursuant to this Agreement shall be treated as confidential information by the Bank, and the Bank will use such information only in connection with the Card services contemplated hereunder; provided, however, that nothing herein shall prohibit the Bank from other use or disclosure of any name, address or similar information concerning Members who become Bank customers by applying for and receiving the Card services offered in connection with this Agreement or otherwise; and provided further, that disclosure may be made by the Bank to representatives of federal or state regulatory bodies and agencies, private consumer reporting agencies and other third parties in the ordinary course of business in a manner and to the extent consistent with the requirements of the Federal Fair Credit Reporting Act and other federal and state legal and regulatory requirements applicable to the Bank.

Sponsor agrees to treat as confidential all of the following information: (1) all information provided to Sponsor about the VISA and/or MasterCard system, rules, and regulations; (2) all information provided to Sponsor about the credit card policies, operations and business of the Bank; and (3) all information contained in this Agreement and any attachments or amendments thereto and all information concerning Bank's rates or methods of compensation to Sponsor pursuant to this Agreement, except the fact that Bank and Sponsor have entered into an affinity card agreement and the expiration date thereof. Only the permanent employees of Sponsor will be granted access to the confidential information and only on a "need to know" basis as necessary in connection with the promotion of the Card services contemplated hereunder. Except as otherwise required by law, Sponsor shall not disclose any confidential information to any non-employees, including without limitation consultants, except with Bank's written consent and subject to such conditions as Bank shall impose, and Sponsor shall take all reasonable measures to make its employees aware of, and act in compliance with, Sponsor's obligations hereunder. The confidentiality obligations set forth herein shall survive termination or expiration of this Agreement.

## **6. Representations, Warranties and Covenants By Sponsor**

The Sponsor hereby represents and warrants to the Bank that it has the full right, power and authority to enter into and perform this Agreement in accordance with all of the terms, provisions and conditions hereof. Upon request by the Bank, the Sponsor will promptly execute and deliver any certificates, affidavits or agreements as may be required from time to time by MasterCard International or VISA in connection with the services provided under this Agreement. Throughout the term of this Agreement, including any renewal term, the Sponsor will maintain any such membership(s) or certifications (if any are so required) in good standing, pay all required fees, if any, related to such membership(s), and execute all such applications, membership agreements, and other documents as may be required by the Bank or the applicable credit card organization in connection with such membership(s) or in connection with the Sponsor's participation in the transactions contemplated by this Agreement.

## **7. Cardmembers and Accounts**

The issuance to and use of a Card by each Member whose name is supplied by the Sponsor shall be subject to a Cardmember agreement between such Member and the Bank, the form and terms of which shall be determined by the Bank in its sole discretion. All Cards issued by the Bank, Cardmember accounts with the Bank, outstanding balances in respect thereto and all records developed and maintained by the Bank in connection therewith shall be the property of the Bank or its assigns. The Sponsor shall have no right or interest therein. The Bank agrees that it will keep complete and accurate records of all Members who elect to obtain Cards.

## **8. License to Use Marks**

The Sponsor hereby grants to the Bank a license to use the Sponsor's name, trademarks, service marks and logo as shown on Exhibit C attached hereto or as provided by Sponsor from time to time (the "Marks") on VISA and/or MasterCard credit cards issued in connection with this Agreement and in marketing materials soliciting applications for Card services; and Sponsor agrees that it will not license the Marks for use on or in connection with any other credit or debit card or charge card during the term of this Agreement. The Sponsor represents that it is the owner of the Marks and has authority to grant the license extended hereunder. The Sponsor agrees to indemnify and hold the Bank harmless from any and all claims, damages, losses, costs and expenses (including attorneys' fees and litigation expenses) arising in connection with any claim that the use of the Marks as contemplated hereunder infringes the rights of any person or entity. Such indemnity shall survive any termination of this Agreement.

## 9. Term; Termination

- a. This Agreement shall be effective for five (5) years from the date hereof (the "Term"), and, subject to the termination provisions hereinafter set out, thereafter shall be automatically renewed on each second anniversary date of the effective date hereof for successive renewal terms of two (2) years each (individually, a "Renewal Term"), unless terminated as provided herein.
- b.
  1. This Agreement may be terminated by either party hereto in the last year of the Term or any Renewal Term, as the case may be, by giving written notice to the other party at least 90 days prior to the end of such Term or Renewal Term, such termination to be effective as of the end of such Term or Renewal Term.
  2. This Agreement may be terminated by either party hereto at any time upon failure by the other party to cure within 30 days after receipt of written notice of any default under this Agreement.
  3. This Agreement may be terminated by a party in the event of the insolvency, bankruptcy, or appointment of a receiver for the other party to this Agreement, such termination to be effective upon the delivery by the terminating party of written notice thereof to the other party.
- c. If either the Bank or the Sponsor shall terminate this Agreement for any reason, (i) all Cardmember accounts which have been opened pursuant to the terms hereof, together with all Cardmember accounts for which applications have been received but not yet approved by the Bank as of the effective date of such termination, shall remain the sole and exclusive property of the Bank, and (ii) each party to this Agreement shall refrain from making any statement, except as may be required by the operating rules and regulations of VISA or MasterCard or except as permitted under paragraph 5 hereof to any third party of the reasons for such termination and from making any disparaging statements about the other party to any third party.
- d. All cards issued or applications received on or prior to the effective date of termination shall be dealt with pursuant to this Agreement and all representations, warranties and covenants of the Sponsor hereunder shall remain in full force and effect with respect thereto without regard to any such termination. Upon any termination of this Agreement, the Bank shall discontinue use of the Marks to market its Card services to new Cardmembers; provided, however, that the Bank shall have a continuing

license to use the Marks on Cards and related correspondence representing accounts in existence with Members at the time of such termination. Bank will not be required to cancel any Member's account opened at the time of such termination.

#### **10. Indemnification.**

Sponsor shall indemnify and hold the Bank harmless against any losses, damages, liabilities or expenses (which shall include, but not be limited to, all costs of defense and investigation and all attorney's fees) to which the Bank may become subject, insofar as such losses, claims, damages, liabilities or expense arise out of or are based upon:

- (i) the negligence, gross negligence or willful misconduct of Sponsor or its employees, or
- (ii) Sponsor's failure to limit its marketing activities to those activities outlined in Section 3 above, or
- (iii) Sponsor's breach of any of the representations, warranties or covenants in this Agreement.

#### **11. Notice**

Except for Bank's delivery to Sponsor of promotional materials for approval (which may be made by regular mail or other delivery service), any notice required by this Agreement shall be in writing and shall be sent by personal delivery, by nationally recognized overnight courier service or by certified or registered mail, return receipt requested, to the address of the party hereto to whom notice is being given set forth on the signature page hereof (marked to the attention of the person indicated with such address), or to such other person and address as either party hereto shall designate to the other by written notice given in the foregoing manner. All notices properly given as provided herein shall be effective upon receipt.

#### **12. Assignment**

Neither party hereto may transfer, assign or otherwise convey this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that the Bank may assign this Agreement and any of its rights and obligations hereunder to an affiliated, successor or surviving corporation upon the condition that the assignee shall assume, either expressly or by operation of law, all of the Bank's obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

### **13. Events of Default**

- a. Failure to perform duties set forth in Section 3 hereof following 30 days written notice.
- b. Insolvency, bankruptcy, or appointment of a receiver, whether voluntary or involuntary, which remains undismissed for a period of 30 days.
- c. Any representations and warranties of Sponsor made herein shall be false or violated and shall remain so following 30 days notice and request to cure by Bank.

### **14. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF TENNESSEE, BUT IN THE EVENT THAT BANK ASSIGNS THIS AGREEMENT TO A SUCCESSOR, SUBSIDIARY OR AFFILIATED CORPORATION, OR TO A THIRD PARTY, PROVIDING NOTICE THEREOF TO SPONSOR UPON SUCH ASSIGNMENT, THE AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED FROM THE EFFECTIVE DATE OF ASSIGNMENT BY THE LAWS OF THE STATE IN WHICH THAT ASSIGNEE MAINTAINS ITS PRINCIPAL OFFICES.

### **15. Entire Agreement; Section Headings; Waivers; Severability; Amendment**

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and shall supercede any previous agreements. Section headings used herein are for convenience only and neither limit nor amplify the provisions of this Agreement. Any waiver of any term, condition or right of the Bank under this Agreement on any occasion shall not be deemed a continuing waiver or a waiver of any other term or condition unless a written waiver is signed by both the Bank and the Sponsor expressing such an intention. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule or regulation, that determination shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be amended only by a written agreement signed by the parties hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Cardmember Sponsor Agreement as of the date set forth above.

**FIRST TENNESSEE BANK NATIONAL ASSOCIATION**

By: Carol K. Crowder

Title: SVP

Address: 1555 Lynnfield Road  
Memphis, TN 38119

Attention: Marketing Operations  
Manager

**Alpha Sigma Tau**

By: Andrea Klein-Yancho

Title: National Treasurer

Address: 1929 Canyon Road  
Birmingham, AL 35216

Attention: Andrea Klein-Yancho  
National Treasurer

**EXHIBIT A**

**Compensation of Sponsor**

In consideration of the services to be provided pursuant to the Cardmember Sponsor Agreement ("Agreement"), Bank will pay compensation to Sponsor as follows (unless otherwise defined, capitalized terms have the same meaning as provided in the Agreement):

During the term of this Agreement, Bank or its designee will pay to Sponsor on a monthly basis in arrears a usage marketing fee (the "Usage Fee") in an amount equal to fifty hundredths of one percent (0.50%) of the aggregate net retail purchases generated by Cardmembers during the preceding month. In order to allow Bank sufficient time to process any refunds and calculate the Usage Fee, the Usage Fee shall be paid not more than thirty (30) days following the end of the calendar month during which the purchases are posted to the account of a Cardmember by Bank.

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### CONSENT TO ASSIGNMENT

The undersigned Sponsor hereby consents to the assignment by First Tennessee Bank National Association ("FTB") to MBNA America Bank N.A. ("MBNA") of FTB's rights, title, interests, and obligations in and under that certain affinity agreements which were entered into by and between FTB and Sponsor on or about 5/19/00, including amendments thereto, if any (the "Agreement"). Sponsor acknowledges that such assignment shall not constitute a prohibited assignment under any provision of the Agreement or otherwise.

Date: 12/14/00

Sponsor Name: Alpha Sigma Tau

By: *Andrew S. Kleym*

Title: National Treasurer

# FIA CARD SERVICES<sup>®</sup>

VIA OVERNITE DELIVERY

February 17, 2011

Ms. Andrea Klein-Yancho  
National Treasurer  
Alpha Sigma Tau  
1929 Canyon Road  
Birmingham, Alabama 35216

Dear Ms. Klein-Yancho:

I am writing to inform you that following a comprehensive review of the Alpha Sigma Tau credit card program, FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A., and as assignee of all of First Tennessee Bank National Association's rights and responsibilities under the Agreement) ("FIA") has decided not to renew our Cardmember Sponsor Agreement dated as of May 19, 2000, as the same may have been amended ("Agreement").

This letter serves as FIA's written notice of non-renewal of the Agreement, as required by Section 9(b)(1) of the Agreement.

The Agreement's expiration date is **May 19, 2011**.

We have appreciated your endorsement.

Sincerely,



Lance L. Layton  
Vice President  
FIA Card Services, N.A.