

**AFFINITY AGREEMENT  
DEPAUL UNIVERSITY**

This Agreement is entered into as of this 16th day of March, 2007 (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 DePaul University, a private university having its principal place of business in Chicago, Illinois ("DePaul"), for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A through B.
- (b) "Contract Year" means for the first Contract Year the period from the Effective Date through March 31, 2008, and means for each subsequent Contract Year, each twelve month period from April 1 through March 31 during the initial term of this Agreement.
- (c) "Credit Card Account" means a consumer credit card account opened in response to Bank's marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by Bank as a student application.
- (d) "Customer" means any Member who is a participant in the Program.
- (e) "DePaul Affiliate" means any entity which, directly owns or controls, is owned or controlled by, or is under common ownership or control with DePaul. DePaul Affiliate shall not include student organizations nor student-run media
- (f) "Emerging Credit Card Account" means a Credit Card Account coded by Bank with one of Bank's risk management identifiers.
- (g) "Emerging GIP Account" means an Emerging Credit Card Account opened pursuant to GIP in which DePaul complies with the GIP provisions of this Agreement.
- (h) "Financial Service Product" means a co-branded affinity credit card program. For purposes of the Program, Financial Service Product does NOT include a debit card program, declining balance card program, installment loan program, revolving loan program, deposit program, and procurement card program.
- (i) "Group Incentive Program" or "GIP" means any marketing or other program whereby DePaul conducts and funds Solicitation Efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(j) "GIP Account" means a Credit Card Account opened pursuant to a GIP in which DePaul complies with the GIP provisions of this Agreement.

(k) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) of all Alumni Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(l) "Member" means: (i) an undergraduate, graduate or law school student of DePaul (each a "Student Member") and (ii) alumni of DePaul, friends, faculty and staff of DePaul, fans, ticketholders, donors and contributors of any athletic team or athletic department of DePaul and/or other potential participants mutually agreed to by DePaul and Bank (each, an "Alumni Member").

(m) "Program" means those programs and services of the Financial Service Product Bank agrees to offer pursuant to this Agreement to the Members from time to time.

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

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

(p) "Royalties" means the compensation set forth in Schedule A.

(q) "Solicitation Efforts" shall include hotlinks on websites, stuffers, mailers, targeted e-mails, and tabling events, each in compliance with the terms set forth in Section 11.

(r) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by DePaul or any DePaul Affiliate during the term of this Agreement. The defined term "Trademarks" will specifically exclude the University Seal Design, Federal Trademark Reg. No. 1,229,649.

(s) "Student GIP Account" means a Student Credit Card Account opened pursuant to a GIP in which DePaul complies with the GIP provisions of this Agreement.

(t) "Reward GIP Account" means a Reward Credit Card Account opened pursuant to a GIP in which DePaul complies with the GIP provisions of the Agreement.

## 2. RIGHTS AND RESPONSIBILITIES OF DePaul

(a) DePaul agrees that during the term of this Agreement it will endorse the Program exclusively and that neither DePaul nor any DePaul 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 Bank) the providing of, a Financial Service Product of any organization other than Bank; (ii) license or allow others to license or use the Trademarks in relation to or for promoting a Financial Service Product 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 a Financial Service Product of any entity other than Bank.

Notwithstanding anything else in this Agreement to the contrary, DePaul may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by DePaul of said financial institution or advertising for a Financial Service Product.

(b) DePaul agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program, and may include information on ways DePaul markets services and communicates with its Alumni Members.

(c) DePaul authorizes Bank to solicit Members by direct promotion, internet, and/or advertisements for participation in the Program. Alumni Members may also be solicited by mail and/or telephone for participation in the Program.

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

(e) Within thirty (30) days following the request of Bank, DePaul shall provide Bank with the Mailing List free of any charge; provided, however, that DePaul shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that DePaul not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by DePaul or its agents for an initial Mailing List or an update to that list, Bank may deduct such costs from Royalties due DePaul. DePaul shall provide the first Mailing Lists, containing at least one hundred one thousand (101,000) non-duplicate names of Alumni Members, with all corresponding information, as soon as possible but no later than thirty (30) days after DePaul's execution of this Agreement.

(f) DePaul shall, and shall cause any DePaul 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 DePaul. Notwithstanding the above, DePaul 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 DePaul. Any correspondence received by DePaul that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within 2 business days of receipt. All charges incurred for this service will be paid by Bank using carrier envelopes with prepaid account information provided to DePaul by Bank.

(g) DePaul hereby grants Bank and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license 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. DePaul shall provide Bank all Trademark production materials (e.g., camera ready art) required by Bank for the Program, as soon as possible but no later than thirty (30) days after DePaul's execution of this Agreement. Nothing stated in this Agreement prohibits DePaul from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for a Financial Service Product, as defined in this Agreement.

(h) DePaul shall permit Bank to advertise the Program at mutually agreed to prominent locations within the internet site(s) of DePaul. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink shall entitle DePaul to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. DePaul shall modify or remove such advertisements within 2 business days of Bank's request. DePaul shall provide Bank with the ability to view any and all pages within the DePaul internet site(s), where aforementioned hyperlinks are established.

### 3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank shall design, develop and administer the Program for the Members.
- (b) Bank shall design all advertising, solicitation and promotional materials with regard to the Program. Bank reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of DePaul.
- (c) Bank shall bear all costs of producing and mailing materials for the Program.
- (d) Bank shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of DePaul. Bank shall at all times be solely responsible for protecting the confidentiality of its Customer account information in its custody and control, in accordance with all applicable laws and regulations. Bank shall maintain such Customer account information in a secure manner to prevent unauthorized access or disclosure.

(e) Bank 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. Bank 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 DePaul. However, Bank 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 Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by DePaul. Bank shall use telephone numbers contained in Mailing List in accordance with the Do Not Call Provisions of the Federal Trade Commission's Telemarketing Sales Rule guidelines.

(f) Subject to applicable law and regulation, Bank has the right to place 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. DePaul shall have final approval of the suitability of the gift, as well as the use and appearance of the Trademarks used on such materials, but hereby grants Bank the right to use such approved materials at Bank's discretion. Bank shall not be required to pay amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties or other compensation otherwise due directly or indirectly to or on behalf of DePaul or DePaul Affiliate for such gifts or premiums. DePaul agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) to Bank such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to DePaul's waiver by reducing the price to Bank for such gifts or premiums by the applicable amount (or any person shall otherwise prevent the realization of this benefit by Bank), then Bank is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due DePaul.

#### 4. REPRESENTATIONS AND WARRANTIES

(a) DePaul and Bank 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 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. The parties will comply with all material provisions of federal, state, and local laws, rules, regulations, court orders or rulings applicable to each such party in the execution, delivery and performance of this Agreement.

(b) DePaul represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement, and to provide the Mailing List(s) to Bank for the promotion of the Program. DePaul will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon, or from DePaul's representation herein that it has the right and power to provide the Mailing List to Bank for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

(c) DePaul will indemnify and hold harmless the Bank, its directors, officers, agents, employees, affiliates, successors and assigns (the "Bank Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from DePaul's negligent or willful acts, omissions, or breach of warranty or representation. Bank will indemnify and hold harmless DePaul, its directors, officers, agents, employees, affiliates, successors and assigns (the "DePaul Indemnitees") from and against any and all Losses resulting from the Bank's negligent or willful acts, omissions, or breach of warranty or representation.

Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party. In no event shall an indemnifying party indemnify the other party for Losses arising out of, relating to, or resulting from the negligence or willful misconduct of the party seeking indemnification.

## 5. ROYALTIES

(a) During the term of this Agreement, Bank shall pay Royalties to DePaul. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due 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, Bank will provide DePaul with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed, and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions) made during the preceding calendar quarter on Credit Card Accounts.

6. PROGRAM ADJUSTMENTS

Bank reserves the right to make periodic adjustments to the Program and its terms and features. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program and other services.

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 DePaul 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 requested by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2014. 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 Bank or DePaul, 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 Bank or DePaul 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 termination of this Agreement, Bank shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. Bank 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, Bank may conclude all solicitation that is required by law.

(d) Upon termination of this Agreement, DePaul shall not attempt to cause the removal of DePaul'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. Bank shall have the right of prior review of and DePaul must obtain Bank's prior written approval of any notice to be communicated by DePaul or any of its affiliates, representatives or agents to the Members in connection with, relating to or referring to the termination of this Agreement. Bank's review and approval rights will be limited to (i) comments that maintain the accuracy of the facts to be presented to Members, (ii) removing or amending any portions of the notice that Bank considers disparaging to Bank, its affiliates, the Program or the Agreement, and/or (iii) enforcement of any of Bank's rights pursuant to this Agreement.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then either party shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence 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, DePaul agrees that neither DePaul nor any DePaul Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a Financial Service Product to persons who were Customers. Notwithstanding the foregoing, DePaul may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by DePaul provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or



indirectly identified as a customer of Bank, or offered any terms or incentives different from that offered to all Members.

#### 11. GROUP INCENTIVE PROGRAM

- (a) Bank shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by DePaul pursuant to any GIP. In that regard, DePaul shall give Bank 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 DePaul to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by DePaul as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule A.
- (c) In addition to all other rights it may have under this Agreement, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by DePaul pursuant to any GIP. Bank shall have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All commercially reasonable and documented costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of DePaul pursuant to any GIP shall be deducted from any or all Royalty payments due DePaul under this Agreement.
- (e) With regard to any GIP, DePaul shall comply with Bank's lawful instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act.

#### 12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 4(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 DePaul:

DePaul University  
Office of Financial Affairs  
1 East Jackson Blvd.  
Chicago, Illinois 60604

ATTENTION: Mr. Mark C. Titzer  
Associate Vice President

Fax #: (312) 362-5969

(2) If to Bank:

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

ATTENTION: Lou Ziccarelli  
Card Group Sr. Sales Executive

Fax #: (302) 432-0469

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. Without the prior written consent of Bank, which shall not be unreasonably withheld, DePaul may not assign any of its rights or obligations under or arising from this Agreement.

Bank may not assign or transfer its rights and/or obligations under this Agreement without the written consent of DePaul, which shall not be unreasonably withheld,

conditioned or delayed; provided however, that Bank may assign or transfer, without consent, its rights and/or obligations under this Agreement:

- (i) to any Affiliate; or
- (ii) to any individual, corporation or other entity (other than an Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of Bank; or
- (iii) to an entity which can fully perform the obligations of Bank ( as long as such prospective buyer has substantially similar customer satisfaction standards as Bank.)

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 DePaul 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 DePaul and Bank, 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 or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which 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.

**DEPAUL UNIVERSITY**

By: Mary C. Finger  
Name: Mary C. Finger  
Title: Senior Vice President  
Date: March 16, 2007

**FIA CARD SERVICES, N.A.**

By: Lou Ziccardelli  
Name: LOU ZICCARDELLI  
Title: SVP  
Date: 3-29-07



## SCHEDULE A

### ROYALTY ARRANGEMENT

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

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each 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 which: 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 months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer 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. \$1.00 (one dollar) for each new consumer Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer Student Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
5. \$1.00 (one dollar) for each consumer Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each consumer Student Credit Card Account

which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that consumer Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

6. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a consumer Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

**B. REWARD CREDIT CARD ACCOUNTS**

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

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of the Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (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 Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

### C. EMERGING CREDIT CARD ACCOUNTS

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

1. \$1.00 (one dollar) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of the Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

### D. GIP ACCOUNTS

1. \$50.00 (fifty 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.
2. \$40.00 (forty dollars) for each Student GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Student GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.

3. \$50.00 (fifty 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.
4. \$15.00 (fifteen 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 purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Account will not qualify for any other opening-of-an-account Royalty.

**E. ROYALTY ADVANCES.**

1. Within forty-five days after full execution of this Agreement, Bank shall pay to DePaul the sum of one hundred thousand dollars (\$100,000)(an "Advance"), and within forty-five days after the beginning of each Contract Year specified below, Bank shall pay to DePaul the following amount set opposite each Contract Year (each also, an "Advance"), all as an advance against future Royalties, subject to the provisions set forth below:

<b>Contract Year</b>	<b>Advance Amount</b>
2	\$75,000
3	\$75,000
4	\$75,000
5	\$75,000
6	\$50,000
7	\$50,000

All Royalties accrued shall, in lieu of direct payment to DePaul, be applied against each of the Advances until such time as all Advances are fully recouped.



Any Royalties accrued thereafter shall be paid to DePaul as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to DePaul hereunder, and (y) DePaul hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) DePaul materially breaches any of its obligations under this Agreement;
- (iii) Bank is prohibited or otherwise prevented by DePaul from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) Bank is prohibited or otherwise prevented by DePaul from conducting at least four (4) telemarketing campaigns during each consecutive twelve month period during the term of the Agreement; and
- (v) Bank is prohibited or otherwise prevented by DePaul from conducting at least five (5) marketing campaigns to the full alumni opt-in email list through electronic promotions of email and/or e-newsletter inclusions during each consecutive twelve month period during the term of the Agreement; and
- (vi) Bank is prohibited by DePaul from conducting at least five (5) mutually agreed to on-campus promotion campaigns (e.g., tabling and postering) at major 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 Bank recoups all prior Advances paid by it to DePaul in prior years, and pays DePaul Royalties accrued by DePaul over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

F. ROYALTY GUARANTEE

DePaul shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances and any bonus) equal to or greater than five hundred thousand dollars (\$500,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement DePaul has not accrued \$500,000 in Royalties, Bank will pay DePaul an amount equal to the Guarantee

Amount minus the sum of all compensation accrued by DePaul during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

**G. ACCOUNT BONUS**

During the initial term of this Agreement, Bank shall pay to DePaul the sum of twenty-five thousand dollars (\$25,000)(each, a "New Account Bonus") for each Contract Year in which the number of bona fide new Credit Card Accounts opened through new account acquisition marketing under the Program exceeds the number of new Credit Card Accounts set forth opposite each Contract Year specified below (each, a "New Account Goal"). Bank shall pay each New Account Bonus within forty-five days after the end of each Contract Year in which the number of bona fide new Credit Card Accounts opened in such Contract Year exceeds the New Account Goal for such Contract Year.

<b>Contract Year</b>	<b>New Account Goal</b>
1	2,075
2	1,915
3	1,700
4	1,575
5	1,395
6	1,360
7	1,265

**H. ACTIVATION BONUS**

During the initial term of this Agreement, Bank shall pay the sum of twenty-five thousand dollars (\$25,000)(each, an "Account Activation Bonus") for each Contract Year in which the total number of Credit Card Accounts under the Program with active charging privileges and a balance greater than zero as of the last processing day of such Contract Year is equal to or greater than 50% of the total number of Credit Card Accounts existing under the Program with active charging privileges as of the last processing day of the same Contract Year. Bank

shall pay each Account Activation Bonus within forty-five days after the end of the Contract Year in which such Account Activation Bonus was earned.