

## AGREEMENT

This Agreement is entered into as of this 18th day of December, 1995 (the "Effective Date") by and between MBNA AMERICA BANK, N.A. a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and SAINT LAWRENCE UNIVERSITY, an educational institution having its principal place of business in Canton, New York ("SLU") 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 (W-9 Tax Identification Form).
- (b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. An "Alumni Customer Credit Card Account" is a Credit Card Account where the primary applicant is an Alumni Customer. A "Student Customer Credit Card Account" is a Credit Card Account where the primary applicant is a Student Customer.
- (c) "Customer" means any Member who is a participant in the Program.
  - (i) "Student Customer" means a Customer who is identified by SLU or the Customer as an undergraduate student of Saint Lawrence University.
  - (ii) "Alumni Customer" means a Customer who is not a Student Customer.
- (d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, travel and entertainment card programs, and other related financial services programs.
- (e) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.
- (f) "Member" means undergraduate students, graduate students, alumni of Saint Lawrence University and/or other potential participants mutually agreed to by SLU and MBNA America.
- (g) "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.
- (h) "Royalties" means the compensation set forth in Schedule B.
- (i) "Trademarks" means any design, image, visual representation, logo, servicemark, tradename, or trademark used or acquired by SLU during the term of this Agreement.

## **2. RIGHTS AND RESPONSIBILITIES OF SLU**

(a) SLU agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop, or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not 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 it will not 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; and (iii) no SLU publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

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

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

(d) SLU shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain SLU's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, SLU shall provide MBNA America with Mailing Lists free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by SLU or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due SLU. The initial Mailing List shall contain at least twenty five thousand (25,000) names with corresponding postal addresses and, when available, telephone numbers.

(f) SLU 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 SLU.

(g) SLU hereby grants MBNA America 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 permitted 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. Nothing stated in this Agreement prohibits SLU 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) SLU shall provide MBNA America with a subscription without charge to any and all SLU publications.

## **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 SLU.

(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 SLU.

(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 SLU. 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 MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by SLU.

#### **4. REPRESENTATION AND WARRANTIES**

(a) SLU 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.
- (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) SLU 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.

#### **5. ROYALTIES**

During the term of this Agreement, MBNA America shall pay Royalties to SLU. Royalties will not be paid without a completed Schedule C. 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.

## **6. CROSS INDEMNIFICATION**

SLU and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "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 the material breach of this Agreement by SLU or MBNA America, respectively as the case may be, or its directors, officers or employees. SLU will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon. 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.

## **7. 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. Delaware and applicable federal law currently require each open-end credit account Customer be given the opportunity to reject a proposed change and pay the existing balance under the prior terms if the proposed adjustment increases the fees or finance charges on such account.

## **8. 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 SLU 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.

## **9. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on August 31, 2000.

This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods. ~~After the initial term either party may terminate this Agreement without cause by providing notice to the other party, as provided herein.~~

## **10. STATE LAW GOVERNING AGREEMENT**

*ELM*  
*unless either party gives written notice of its intention not to renew at least ninety days, but not more than 180 days, prior to the last date of such term or*  
This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of law principles) and shall be deemed for all purposes to be made and fully performed in Delaware. *renewable term, as applicable*

## **11. TERMINATION**

(a) In the event of any material breach of this Agreement by MBNA America or SLU, 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 SLU 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 11 (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 communicated by SLU to the Members. Upon termination of this Agreement, SLU shall not attempt to cause the removal of SLU'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.

## **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 6, 8, 11 (c) and 11 (d) 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:

(i) If to SLU:

ST. LAWRENCE UNIVERSITY  
11 University Avenue  
Brush Alumni House  
Canton, New York 13617  
ATTENTION: Ms. Kathy Mullaney, Vice President fo Finance

(ii) If to MBNA America:

MBNA AMERICA BANK N. A.  
400 Christiana Road  
Newark, Delaware 19713  
ATTENTION: Mr. David L. Harris, Executive Vice President

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

*am*  
~~If SLU is providing MBNA America with notice pursuant to Section 9 herein, SLU must provide notice at least twelve (12) months before the effective date contained in such notice.~~

*am*  
(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 MBNA America, which shall not be unreasonably withheld, SLU may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of SLU. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and SLU 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 SLU 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.

(i) MBNA America will not commence marketing prior to May 18, 1996 without the prior written approval of Saint Lawrence University.

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

SAINT LAWRENCE UNIVERSITY

By: Kathryn Mulaney  
Title: VP for Finance

MBNA AMERICA BANK N.A.

By: [Signature]  
Title: Executive Vice President

## SCHEDULE A

### I. TERMS AND FEATURES

#### A. CREDIT CARD ACCOUNTS

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:

- \* There is no Annual Fee for both the Alumni and Student Members.
- \* For Alumni Customers, the current annual percentage rate will be a variable rate of prime plus 8.9%. For variable rate accounts, there may be an additional margin applied on account of the Alumni Customer's delinquency.
- \* For Student Customers, the current annual percentage rate will be a variable rate of prime plus 9.9%. For variable rate accounts, there may be an additional margin applied on account of the Student Customer's delinquency.
- \* Customers may be offered opportunities to select credit insurance as a benefit under the Program.

#### B. 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.

- \* There is NO annual fee for the first six (6) months.
- \* The annual fee for the second six (6) months, when applied, is \$10.00.
- \* Thereafter the annual fee, when applied, is \$20.00.
- \* The current annual percentage rate is 17.9%.

#### C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption<sup>sm</sup> (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.

- \* There is NO Annual Fee.
- \* The current annual percentage rate is 14.99%.



## **SCHEDULE B**

### **ROYALTY ARRANGEMENT**

During the term of the Agreement, MBNA America will pay SLU 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**

- \* \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
- \* \$1.00 (one dollar) for each Alumni Customer Credit Card Account for which the annual fee is paid by the Alumni 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 Alumni Customer 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; and 2) has had active charging privileges for each of the preceding twelve months.
- \* \$1.00 (one dollar) for each Student Customer Credit Card Account for which the annual fee is paid by the Student 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 Student Customer 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; and 2) has had active charging privileges for each of the preceding twelve months.
- \* .50% of all retail purchase transaction dollar volume generated by Alumni Customers using an Alumni Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).
- \* .40% of all retail purchase transaction dollar volume generated by Student Customers using a Student Customer Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

#### **B. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$.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.

### **C. GOLD OPTION REVOLVING LOAN ACCOUNTS**

1. \$.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.

### **D. DEPOSIT ACCOUNTS**

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts 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. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) 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.

#### **E. ROYALTY ADVANCE**

1. Upon completion of the first Full Marketing Campaign (as defined herein), MBNA America shall pay to SLU, as an advance against future Royalties, the sum of \$10,000 (ten thousand dollars) (the "Advance"). All Royalties earned by SLU pursuant to this Agreement shall, in lieu of direct payment to SLU, be applied by MBNA America against the amount of the Advance until such time as the Advance is repaid in full. Any Royalties earned once the Advance is fully repaid shall be paid to SLU as provided in this Agreement. SLU hereby promises to pay MBNA America upon demand any difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance as of the date of such demand, only in the event any of the following should occur:

- (i) SLU materially breaches any of its obligations under this Agreement, and the Agreement terminates as a result of such material breach;
- (ii) SLU ceases to exclusively endorse the Program as provided in Section 2 (a)(i) through (iii) of this Agreement during the term of this Agreement; or
- (iii) MBNA America is prohibited or otherwise prevented from conducting, during each consecutive 12 month period for the term of this Agreement, a minimum of two (2) direct mail campaigns to the full updated Mailing List, two (2) full telemarketing campaigns using the full updated Mailing List; or
- (iv) MBNA America is prohibited from promoting the Program on campus at locations approved by SLU through direct promotion campaigns (e.g., tabling and posterings).

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

8/3/95: ls

**REWARD ENHANCEMENT ADDENDUM  
TO THE ST. LAWRENCE UNIVERSITY ALUMNI ASSOCIATION AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 22 day of December, 2003, by and between **ST. LAWRENCE UNIVERSITY ALUMNI ASSOCIATION** ("SLUAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, SLUAA and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of SLUAA; and

WHEREAS, SLUAA and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of SLUAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, SLUAA 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. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.
3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by SLUAA under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.
4. SLUAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a [travel] rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of SLUAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.
5. During the term of the Agreement, SLUAA will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Upon termination or expiration of the Agreement, or any aspect of the Program, SLUAA shall not take action to cause the removal of SLUAA's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, SLUAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. SLUAA represents and warrants that SLUAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America 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.

8. 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.

**ST. LAWRENCE UNIVERSITY  
ALUMNI ASSOCIATION**

By: Lisa M Cania  
Name: Lisa M Cania  
Title: Associate VP  
Date: 12/22/03

**MBNA AMERICA BANK, N.A.**

By: James S. Murphy  
Name: JAMES S. MURPHY  
Title: EVP  
Date: 6-8-04

## Attachment #1

### I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no Annual Fee.
- B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.
- C. Customers may be able to select credit protection as a benefit under the Program.

### II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay SLUAA a Royalty calculated as follows, for those Reward Credit Card 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. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$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 MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. An Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 0.20% (twenty one-hundredths 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)).

**EMERGING CREDIT AND GROUP INCENTIVE PROGRAM  
ADDENDUM TO THE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of this 22 day of September, 2008, by and between St. Lawrence University ("SLU"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, SLU and Bank are parties to an Agreement dated as of December 18, 1995, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of SLU; and

WHEREAS, SLU and Bank mutually desire to amend the Agreement to include the emerging credit program and Group Incentive Program (defined below) as other aspects of SLU's Program under the Agreement.

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

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The following definitions are hereby added to Section 1 of the Agreement as follows:

**"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 SLU complies with the GIP provisions of this Agreement.

**"GIP Account"** means a Credit Card Account opened pursuant to a GIP in which SLU complies with the GIP provisions of this Agreement.

**"Group Incentive Program"** or "GIP" means any marketing or other program whereby SLU conducts and funds solicitation efforts for the Program and the parties mutually agree that such marketing or other program shall constitute a GIP.

**"Reward GIP Account"** means a Reward Account opened pursuant to a GIP in which SLU complies with the GIP provisions of the Agreement.

3. The Agreement is hereby amended by adding a new Section 13 as follows:

**"13. GROUP INCENTIVE PROGRAM**

- (a) SLU will design all advertising, solicitation and promotional material with regard to any GIP. SLU will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle SLU to the Royalty for GIP 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 will be coded by SLU as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.
  - (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by SLU pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. SLU will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
  - (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of SLU pursuant to any GIP will be promptly reimbursed by SLU upon demand.
  - (e) SLU will make all reasonably requested changes to materials to obtain Bank's consent and SLU will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP. This Section 13(e) shall survive termination of the Agreement."
4. Schedule B of the Agreement is hereby amended by adding a new Section F, as set forth on Attachment #1, attached hereto and made a part hereof.
5. Section II of Attachment #1 to that certain Reward Enhancement Addendum to the Agreement dated December 22, 2003 is hereby amended by adding a new subsection D as follows:
- "D. \$30.00 (thirty 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."
6. Section A of Schedule B of the Agreement is hereby amended by adding the following provision to the end of the section:
- "\* \$30.00 (thirty 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."
7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in



Delaware. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

8. 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.

**ST. LAWRENCE UNIVERSITY**

By: Kathryn Mullaney  
Name: Kathryn L. Mullaney  
Title: Vice President for Finance & Treasurer  
Date: 6/9/08

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

By: Sandra Wirt  
Name: SANDRA W. RT  
Title: SVP  
Date: 10/8/08

## Attachment #1

### F. 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. 0.20% (twenty 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 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.

## NONDISCLOSURE AGREEMENT

This Nondisclosure and Confidentiality Agreement (this "Confidentiality Agreement"), is entered into as of May 3, 2010 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association, for itself and on behalf of its affiliates and subsidiaries (collectively, "Bank") and See Change LLC ("Advisor"), a limited liability company, for itself and on behalf of its affiliates and subsidiaries.

1. Saint Lawrence University ("SLU") has engaged Advisor to advise SLU on, and to discuss with Bank on SLU's behalf, the terms under which SLU may agree to renew the financial services agreement between Bank and SLU dated as of December 18, 1995, as amended (the "Agreement") upon expiration of the Agreement's current term on August 31, 2010 (such advisory and representation services, collectively "Services"). In connection with the rendering of its Services to SLU, See Change may receive from time to time directly from Bank, or indirectly from Bank through SLU, certain Bank Confidential Information (as defined below). In consideration of Bank furnishing Bank Confidential Information to See Change and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

2. The terms of this Confidentiality Agreement and any proposal, financial information and/or proprietary information, whether in oral, written or electronic form, that See Change receives directly from Bank, or indirectly from Bank through SLU, prior to, contemporaneously with, or subsequent to, the execution of this Confidentiality Agreement ("Bank Confidential Information") are confidential as of the date of disclosure. Bank Confidential Information includes, but is not limited to, the terms of the Agreement and information about Bank's products and services offered thereunder, including without limitation, marketing and financial results, compensation data (royalty reports) and portfolio information (including performance metrics and other non-public comparative portfolio data). However, Bank Confidential Information shall not include any information that (i) was publicly known or made available to the public prior to the time of disclosure; (ii) becomes publicly known or is made available to the public after disclosure by Bank to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by Bank as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to Bank Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) when (but only to the extent) it is required by law or governmental authority to be disclosed by the receiving party, provided that the receiving party gives Bank prompt written notice of such requirement (if permitted by applicable law) prior to such disclosure and provides Bank reasonable assistance, at Bank's expense, in obtaining an order protecting the information from public disclosure.

3. Advisor agrees that it will use Bank Confidential Information solely in connection with the Services and then only as those Services relate to SLU's relationship with Bank, and for no other purpose including, without limitation, using Bank Confidential Information for any party other than SLU, to analyze or adjust its current modeling of industry trends or to otherwise model performance, or to estimate any value in its negotiations on behalf of any other parties.

Bank Confidential Information will be kept confidential by Advisor, and its employees, directors, and officers (collectively, "Representatives"), and Advisor will not disclose Bank Confidential Information to any entity or person, except that Advisor may disclose Bank Confidential Information or portions thereof only to those Representatives who need to know such information for the purpose of rendering Services to SLU; provided that such Representatives are informed of the confidential nature of Bank Confidential Information; and provided further that such Representatives agree to abide by this Confidentiality Agreement.

4. 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 Bank Confidential Information that Advisor receives.

5. Advisor agrees that it shall take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Bank Confidential Information. Without limiting the foregoing, Advisor shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Bank Confidential Information are aware of this Confidentiality Agreement and agree to abide by its terms prior to any disclosure of Bank Confidential Information to such employees. Bank shall not be required to disclose any particular Bank Confidential Information to Advisor and the disclosure of any Bank Confidential Information 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.

6. 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 either the fact that any discussions or negotiations are taking place concerning the Agreement or any of the terms, conditions, or other facts concerning such discussions or negotiations, including the status thereof.

7. ALL BANK CONFIDENTIAL INFORMATION IS 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 ADVISOR OR SLU AS A RESULT OF THE RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION. THIS SECTION 7 SHALL SURVIVE THE TERMINATION OF THIS CONFIDENTIALITY AGREEMENT.

8. All documents and other tangible objects containing or representing Bank Confidential Information, 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 Bank Confidential Information and provide to Bank written certification that such information has been destroyed.

9. 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 Bank

Confidential Information except for the use of the information in strict accordance with express provisions herein.

10. This Confidentiality Agreement shall remain in effect for a period of twelve (12) months from the Effective Date unless sooner terminated by written notice to the non-terminating party. The restrictions upon and obligations of Advisor, including, but not limited to, the obligation of Advisor to keep confidential all Bank Confidential Information provided to Advisor, shall survive the termination of this Confidentiality Agreement and shall extend to, bind and be enforceable against Advisor, and its respective successors and assigns. Advisor may not assign this Confidentiality Agreement or any of the obligations arising from or under this Confidentiality Agreement without the written consent of Bank.

11. Advisor 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, Advisor agrees that 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. This Section 11 shall survive the termination of this Confidentiality Agreement.

12. Advisor agrees to indemnify, defend and hold harmless Bank and its directors, officers, agents, employees, affiliates, insurers, successors and assigns 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 or Advisor's Representatives.

13. 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.

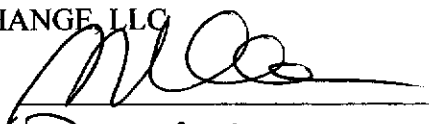
SEE CHANGE LLC

BY:

NAME:

TITLE:

DATE:



Peggy A. Miller

Co-Founder + Manager

Mar 4, 2010

FIA CARD SERVICES, N.A.

BY:

NAME:

TITLE:

DATE:



Sandra Wirt

SVP

5/27/10