

**THE UNIVERSITY OF SCRANTON  
AMENDED AND RESTATED AFFINITY AGREEMENT**

This Agreement is entered into as of this 19<sup>th</sup> day of July, 2006 (the "Effective Date") by and between FIA CARD SERVICES, N.A. (formerly known as and referred to in this Agreement as MBNA AMERICA BANK, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("BANK"), and THE UNIVERSITY OF SCRANTON (formerly referred to in this Agreement as the UNIVERSITY OF SCRANTON ALUMNI SOCIETY), an educational institution having its principal place of business in Scranton, Pennsylvania ("UNIVERSITY") for themselves, and their respective successors and assigns.

WHEREAS, UNIVERSITY and BANK are parties to an "Amended and Restated Affinity Agreement" dated August 16, 1999, as amended by the "Term Extension Addendum" dated July 15, 2000 and the "World Points Addendum" dated May, 3, 2005 (collectively the "Original Agreement"), wherein BANK provides certain financial services to certain persons included in certain lists provided to BANK by or on behalf of UNIVERSITY; and

WHEREAS, UNIVERSITY and BANK mutually desire to amend and restate the Original Agreement to extend the term and amend the compensation structure;

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

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A and B.
- (b) "Alumni Association Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with UNIVERSITY.
- (c) "Business Credit Card Account" means a business credit card account opened in response to marketing efforts made pursuant to the Program.
- (d) "Business GIP Account" means a Business Credit Card Account opened pursuant to a GIP in which UNIVERSITY complies with the GIP provisions of this Agreement.
- (e) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.

- (f) "Business Gold Reserve Account" means a GoldReserve (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.
- (g) "Business Rewards Account" means a Business Credit Card Account carrying the Business Rewards Enhancement opened in response to marketing efforts made pursuant to the Program.
- (h) "Business Reward GIP Account" means a Business Rewards Account opened pursuant to a GIP in which UNIVERSITY complies with the GIP provisions of the Agreement.
- (i) "Business Rewards Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA Delaware and offered as part of the Program for Business Rewards Accounts. The Business Rewards Enhancement may be marketed under another name as determined by MBNA Delaware from time to time, in its sole discretion.
- (j) "CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.
- (k) "Credit Card Account" means a credit card account opened by a Member in response to 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. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by BANK as an alumni application.
- (l) "Customer" means any Member who is a participant in the Program.
- (m) "Financial Service Product" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, long distance calling card programs, and travel and entertainment card programs.
- (n) "GIP": see "Group Incentive Program."
- (o) "GIP Account" means a consumer Credit Card Account opened pursuant to a GIP in which UNIVERSITY complies with the GIP provisions of this Agreement.
- (p) "Gold Option Account" means a GoldOption® (as such service mark may be changed by BANK, 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.
- (q) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by BANK, 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.

(r) "Group Incentive Program" or "GIP" means any marketing or other program whereby Alumni Association conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(s) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by BANK) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(t) "Member" means a member of UNIVERSITY and/or other potential participants mutually agreed to by UNIVERSITY and BANK.

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

(v) "Program" means those programs and services of the Financial Service Products BANK agrees to offer pursuant to this Agreement to the Members from time to time.

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

(x) "Reward Enhancement" means the loyalty reward consumer 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.

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

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

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

## 2. AGREEMENT TO PROVIDE SERVICES

In accordance with the terms and conditions of this Agreement, BANK agrees to offer the Program to the Members, and to directly compensate UNIVERSITY with Royalties generated thereby, and UNIVERSITY agrees to exclusively endorse the Program and

provide BANK with information, licenses and general assistance for solicitation and administration of the existing and new financial services to Members.

3. RIGHTS AND RESPONSIBILITIES OF UNIVERSITY

(a) UNIVERSITY agrees that during the term of this Agreement it will endorse the Program exclusively and that neither UNIVERSITY nor any Alumni Association 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, any Financial Service Products of any organization other than BANK; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Financial Service Products of any entity other than BANK; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than BANK. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UNIVERSITY of said financial institution or advertising for a Financial Service Product.

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

(c) UNIVERSITY authorizes BANK to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program.

(d) UNIVERSITY 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, BANK may deduct such costs from Royalties due UNIVERSITY. In the event such costs exceed Royalties then due UNIVERSITY, UNIVERSITY shall promptly reimburse BANK for all such costs.

(e) Within thirty (30) days following the request of BANK, UNIVERSITY shall provide BANK with the Mailing List free of any charge; provided, however, that UNIVERSITY shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that UNIVERSITY not provide his/her personal information to third parties. In the event that BANK incurs a cost because of a charge assessed by UNIVERSITY or its agents for an initial Mailing List or an update to that list, BANK may deduct such costs from Royalties due UNIVERSITY. UNIVERSITY shall provide the first Mailing List, containing at least sixty thousand (60,000) non-duplicate names with all corresponding information, as soon as possible but no later than thirty (30) days after UNIVERSITY's execution of this Agreement.

(f) UNIVERSITY shall, and shall cause any Alumni Association 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 UNIVERSITY. Notwithstanding the above, UNIVERSITY 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 UNIVERSITY. Any correspondence received by UNIVERSITY that is intended for BANK (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the BANK account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by BANK.

(g) UNIVERSITY 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. UNIVERSITY 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 UNIVERSITY's execution of this Agreement. Nothing stated in this Agreement prohibits UNIVERSITY 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) UNIVERSITY shall permit BANK to advertise the Program on its home page and at other prominent locations within the internet site(s) of UNIVERSITY. BANK may establish a "hot-link" from such advertisement to another internet site to enable a person to apply for a Financial Service Product. Any Financial Service Product Account generated pursuant to such a "hot-link" shall entitle UNIVERSITY to the GIP compensation if it is set forth in Schedule A, subject to the other terms and conditions of this Agreement. UNIVERSITY shall modify or remove such advertisements within twenty-four (24) hours of BANK's request.

(i) UNIVERSITY shall provide BANK with a subscription without charge to any and all UNIVERSITY publications.

#### 4. 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 UNIVERSITY.

(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 UNIVERSITY.

(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 UNIVERSITY. 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 UNIVERSITY.

## 5. REPRESENTATIONS AND WARRANTIES

(a) UNIVERSITY 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.

(b) UNIVERSITY 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. UNIVERSITY 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 the use of any Mailing List(s) by 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.

6. ROYALTIES

During the term of this Agreement, BANK shall pay Royalties to UNIVERSITY. Royalties will not be paid without a completed Schedule B (W-9 Form and EFT 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.

7. CROSS INDEMNIFICATION

(a) UNIVERSITY and BANK each will defend, 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 UNIVERSITY or BANK, respectively as the case may be, or its directors, officers or employees. UNIVERSITY will indemnify and hold harmless BANK and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from BANK'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.

(b) BANK will defend, indemnify and hold harmless UNIVERSITY, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable Delaware or federal law by BANK, its employees, agents or contractors, wherein UNIVERSITY is included as a defendant (referred to as a "Claim"). UNIVERSITY shall, within ten (10) business days of receiving notice of the Claim, notify BANK in writing (in the manner provided for in this Agreement) of the Claim. UNIVERSITY agrees (i) not to take any action which may prejudice BANK's defense or increase its liability ("Action") with respect to a Claim without BANK's prior written approval and (ii) that BANK may respond to a Claim as it determines in its sole discretion. If UNIVERSITY takes any Action with respect to a Claim without BANK's written approval or UNIVERSITY fails to notify BANK of a Claim within fifteen (15) business days of receiving the Claim, unless BANK is also a defendant in the Claim, BANK shall be released and discharged from any obligation under this Section 6 to indemnify and hold UNIVERSITY harmless with respect to that Claim.

8. 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. BANK shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the Annual Percentage Rate, BANK will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

9. 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 UNIVERSITY 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.

10. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2013. This Agreement may be renewed for renewal terms for successive two-year periods, if both parties agree on each renewal term in writing.

11. 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.

12. TERMINATION

(a) In the event of any material breach of this Agreement by BANK or UNIVERSITY, 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 UNIVERSITY 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 12(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) BANK shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by UNIVERSITY or any Alumni Association Affiliate to the Members; provided, however that such review and approval shall be limited in scope to the identification and elimination of any incorrect or disparaging information or remarks concerning any aspect of the Program or BANK. Upon termination or expiration of this Agreement, UNIVERSITY shall not take action with BANK, or any other person to cause the removal of UNIVERSITY's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.

### 13. GROUP INCENTIVE PROGRAM

(a) UNIVERSITY shall design the advertising, solicitation, and promotional material to be used in any GIP and shall obtain BANK's approval, which shall not be unreasonably withheld. BANK shall design all other advertising, solicitation, and promotional material with regard to the Program. UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY 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 UNIVERSITY pursuant to any GIP. BANK shall have approval and control of the scope, timing, content, and continuation of any GIP.

(d) All costs incurred by BANK in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of UNIVERSITY pursuant to any GIP

shall be deducted from any or all Royalty payments due UNIVERSITY under this Agreement.

(e) UNIVERSITY shall comply with BANK's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

#### 14. CUSTOMER LIST

(a) Upon the request of UNIVERSITY, but in no event more than once per twelve (12) month period, BANK shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to the Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). UNIVERSITY shall return to BANK each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.

(b) Each Customer List is confidential, proprietary information, which is and shall remain the sole property of BANK. UNIVERSITY shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than BANK without receiving prior written approval from BANK. In view of the confidential nature of each Customer List, UNIVERSITY warrants that UNIVERSITY and all its employees, volunteers, agents and/or representatives of UNIVERSITY who work with any Customer List shall be made aware of the obligations contained in this Agreement and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by BANK. UNIVERSITY shall comply with any reasonable requests of BANK with respect to security precautions to maintain the security of the Customer Lists.

(c) Because the nature of each Customer List makes an evaluation of damages after a violation of this Agreement impossible, then in the event that any Customer List is handled or used in a fashion that violates this Agreement by UNIVERSITY or its employees, volunteers, agents, and/or representatives, BANK will be entitled to damages of twenty dollars (\$20.00) for each use of each name, address or other type or category of information used in violation of this Agreement, with the amount of damages not to exceed one hundred thousand dollars (\$100,000.00) per breach. In addition, UNIVERSITY agrees that BANK shall be entitled to injunctive relief to prevent violation or further violation by UNIVERSITY and/or its employees, volunteers, agents or representatives of this Agreement, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the State of Delaware for any actions, suits or proceedings arising out of or related to this Agreement.

#### 15. 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 5(b), 9, 12(c), and 12(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:

(1) If to UNIVERSITY:

THE UNIVERSITY OF SCRANTON  
800 Linden Street  
Scranton, Pennsylvania 18510

ATTENTION: Director of Alumni Relations

Fax #: (570)-941-7570

With a copy to:

THE UNIVERSITY OF SCRANTON  
800 Linden Street  
Scranton, PA 18510

ATTENTION: General Counsel and University Secretary

Fax #: (570)-941-6470

(2) If to BANK:

FIA CARD SERVICES, N. A.

1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-0805

With a copy to:

MBNA AMERICA (DELAWARE), N. A.  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Director, Business Lending

Fax #: (302) 432-2414

(with respect to notices affecting or relating to business accounts of any kind).

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, including, without limitation, the Original Agreement. Without the prior written consent of BANK, which shall not be unreasonably withheld, UNIVERSITY may not assign any of its rights or obligations under or arising from this Agreement. BANK may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of UNIVERSITY. BANK may utilize the services of any third party in fulfilling its obligations under this Agreement. However, if such assignment results in a material decrease of service level or product offering, then UNIVERSITY shall have the right to terminate the Agreement with sixty (60) days notice to assignee. Certain Financial Service Products or services under this Agreement may be offered through BANK's affiliates. For example, business card accounts are currently issued and administered by BANK (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) BANK and UNIVERSITY 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 UNIVERSITY and BANK, their successors and assigns, any rights or remedies under or by reason of this Agreement.

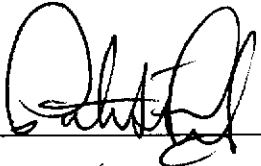
(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military 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.

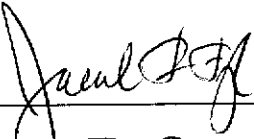
(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**THE UNIVERSITY OF SCRANTON**

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

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Patrick F. Leahy

Name: Jake Frego

Title: U.P. University Relations

Title: SVP

Date: July 21, 2006

Date: 8/28/06

## SCHEDULE A

### **ROYALTY ARRANGEMENT**

During the term of this Agreement, BANK will pay UNIVERSITY 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:

#### **I. CONSUMER CREDIT CARDS**

##### **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.
2. \$3.00 (three dollars) for each consumer 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 such Credit Card Account which: (a) 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 (b) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty one-hundredths of one percent) of the retail purchase transaction dollar volume generated by Customers using a consumer Non-Student Credit Card Account excluding those transactions that (a) relate to refunds, returns, and/or unauthorized transactions, and/or (b) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. 0.40% (forty one-hundredths of one percent) of the retail purchase transaction dollar volume generated by Customers using a consumer Student Credit Card Account excluding those transactions that (a) relate to refunds, returns, and/or unauthorized transactions, and/or (b) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

##### **B. GIP ACCOUNTS**

1. \$30.00 (thirty dollars) for each consumer 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 consumer 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 consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. 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. This Royalty will not be paid for any Credit Card which, after opening, converts to a Reward Credit Account or for any Reward GIP Account.
2. \$3.00 (three dollars) 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: (a) 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 (b) 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 one-hundredths of one percent) of all the retail purchase transaction dollar volume generated by Customers using consumer Non-Student Reward Credit Card Account excluding those transactions that (a) relate to refunds, returns and/or unauthorized transactions, and/or (b) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. 0.16% (sixteen one-hundredths of one percent) of all the retail purchase transaction dollar volume generated by Customers using a consumer Student Reward Credit Card Account excluding those transactions that (a) relate to refunds, returns and/or unauthorized transactions, and/or (b) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

D. REWARD GIP ACCOUNTS

\$30.00 (thirty dollars) for each consumer 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.

## **II. BUSINESS CREDIT CARDS**

### **E. BUSINESS CREDIT CARD ACCOUNTS**

Business 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 Business Credit Card Accounts.

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (a) relate to refunds, returns and/or unauthorized transactions, and/or (b) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

### **F. BUSINESS GIP ACCOUNTS**

\$30.00 (thirty dollars) for each Business GIP Account opened, without regard to the number of authorized cardholders under such Business GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the Business 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 Business GIP Accounts will not qualify for any other opening-of-account Royalty.

### **G. BUSINESS REWARD ACCOUNTS**

Business Reward 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 Business Reward Credit Card Accounts.

0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (a) relate to refunds, returns and/or unauthorized transactions, and/or (b) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).



H. BUSINESS REWARD GIP ACCOUNTS

\$30.00 (thirty dollars) for each Business Reward GIP Account opened by a Customer, without regard to the number of authorized cardholders under such Business Reward GIP Account, which remains opened for at least ninety (90) consecutive days, and which is utilized by the Customer within the first ninety (90) days of the 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 Business Reward GIP Account will not qualify for any other opening-of-account Royalty.

**III. CONSUMER LINES OF CREDIT**

I. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

J. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new consumer Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain consumer Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those consumer Gold Option Accounts which are open with active

charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

#### IV. BUSINESS LINES OF CREDIT

##### K. BUSINESS GOLD RESERVE ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
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 certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

##### L. BUSINESS GOLD OPTION ACCOUNTS

1. \$5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
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 certain Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

**V. DEPOSIT ACCOUNTS**

**M. DEPOSIT ACCOUNTS**

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

**VI. ROYALTY ADVANCES**

**N. ROYALTY ADVANCES.**

1. Upon full execution of this Agreement and on August 1, 2007, August 1, 2008, August 1, 2009, August 1, 2010, August 1, 2011, and August 1, 2012 BANK shall pay to UNIVERSITY the sum of \$95,000 (ninety-five thousand dollars) (each, an "Advance"), as advances against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to UNIVERSITY, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to UNIVERSITY as set forth in this Agreement. Notwithstanding the foregoing, (x) BANK shall no longer be obligated to pay any additional Advances to UNIVERSITY hereunder, and (y) UNIVERSITY 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 (vi) below should occur:
  - (i) the Agreement is terminated prior to June 30, 2013;
  - (ii) UNIVERSITY breaches any of its obligations under this Agreement;
  - (iii) BANK is prohibited or otherwise prevented 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 from conducting at least four (4) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

- (v) BANK is prohibited from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement; and
  - (vi) University endorses, sponsors, advertises, aids, develops, markets, solicits proposals for programs offering, or discusses with any organization (other than BANK) the providing of any Financial Service Products of any organization other than BANK; or licenses or allow others to license a University trademark in relation to or for promoting any Financial Service Products of any entity other than BANK; or sells, rents, or otherwise makes available or allows others to sell, rent, or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than BANK
2. If during any given year(s) during the term of this Agreement BANK recoups all prior Advances paid by it to UNIVERSITY in prior years, and pays UNIVERSITY Royalties accrued by UNIVERSITY 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.

## VII. ROYALTY GUARANTEE

### O. ROYALTY GUARANTEE

UNIVERSITY shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than \$665,000 (six hundred sixty-five thousand dollars) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement UNIVERSITY has not accrued \$665,000 in Royalties, BANK will pay UNIVERSITY an amount equal to the Guarantee Amount minus the sum of all compensation accrued by UNIVERSITY during the term of this Agreement and the amount of any 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 N.1 above.