AMENDED AND RESTATED
AFFINITY AGREEMENT
TEMPLE UNIVERSITY

This Amended and Restated Affinity Agreement (this “Agreement”) is entered into as of this 1st day of August, 2014 (the “Effective Date”) by and between Bank of America, N.A. (as successor to merger with FIA Card Services, N.A.), a national banking association having its principal place of business in Wilmington, Delaware (“Bank”), and Temple University – Of The Commonwealth System of Higher Education, a state-related university having its principal place of business in Philadelphia, Pennsylvania (“University”), for themselves and their respective successors and assigns.

WHEREAS, University and Bank are parties to that certain Affinity Agreement dated July 31, 2007, as the same may have been amended (“Original Agreement”), wherein Bank offers certain financial services to certain persons associated with the University; and

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

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, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

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

“Agreement” means this amended and restated affinity agreement and Schedules A through B hereto.

“Applicable Law” means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations, decrees or orders regarding any of the foregoing.

“Contract Year” means the consecutive twelve (12) month period following the Effective Date and each consecutive twelve (12) month period following the anniversary of the Effective Date during the term of this Agreement.

“Credit Card Account” means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.
“Credit Card Program” means those credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Customer” means any Member who obtains a product or service from Bank pursuant to the Program.

“Deposits” means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

“Deposit Account” means a consumer deposit account opened pursuant to the Program.

“Deposit Program” means those Deposits and related programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Eligible Royalties” means all Royalties that accrue and are payable under Schedule A to this Agreement, with the exception of those Royalties that accrue and are payable pursuant to Section A.4, B.4 and C.4. and Section G of Schedule A.

“Financial Service Product” means any Credit Card Program, debit card program, Deposit Program, or travel and entertainment card program.

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

“Group Incentive Program” or “GIP” means any credit card marketing or program whereby University conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

“Information” has the meaning ascribed to such word in Section 7.

“Marketing List” means a current list (in a format mutually agreed by University and Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available and not subject to privacy restrictions arising from law, rule or regulation, or University policy, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age and eligible for the Financial Service Products which Bank intends to market by use of such Marketing List, segmented by zip codes or other mutually selected membership characteristics.

”Member” means (i) alumni of the University, and/or (ii) other potential participants mutually agreed to by University and Bank.

“Premium Reward Account” means a Credit Card Account carrying a Premium Reward Enhancement.

“Premium Reward Business Account” means a Business Credit Card Account carrying a Premium Reward Enhancement.
“Premium Reward Business GIP Account” means a Premium Reward Business Account opened pursuant to a GIP in which University complies with the GIP provisions of the Agreement.

“Premium Reward Enhancement” means a premium Reward Enhancement as provided through Bank and offered as part of the Program. A Premium Reward Enhancement may be marketed under a name (e.g., BankAmericard Cash Rewards™), as determined by Bank from time to time, in its sole discretion.

“Premium Reward GIP Account” means a Premium Reward Account opened pursuant to a GIP in which University complies with the GIP provisions of the Agreement.

“Program” means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Program Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a University Trademark, with or without other elements.

“Qualifying GIP Account” means a new GIP Account, Reward GIP Account, or Premium Reward GIP Account 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, Reward GIP Account’s or Premium Reward 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.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

“Reward GIP Account” means a Reward Account opened pursuant to a GIP in which University complies with the GIP provisions of the Agreement.

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

“University Affiliate” means any Affiliate of University, but excludes Temple University Health System, Inc. and its subsidiaries.

2. RIGHTS AND RESPONSIBILITIES OF UNIVERSITY

(a) University agrees that during the term of this Agreement that neither University nor any University Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with
any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use the University 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 Marketing List in relation to or for promoting any Financial Service Products of any entity other than Bank; provided, however, nothing in this Agreement shall be interpreted to or shall prohibit University from complying with the requirements of its current relationships with PNC Bank and Philadelphia Federal Credit Union. Notwithstanding anything else in this Agreement to the contrary, University 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.

Notwithstanding the foregoing, University may solicit proposals for programs offering Financial Service Products of any organization other than Bank one hundred eighty (180) days prior to the end of the current term of this Agreement, provided that University does not enter into any agreement(s) with any organization other than Bank for a Financial Services Product program prior to the termination or expiration of this Agreement.

(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 acknowledges and agrees that Bank may solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program. Bank is solely responsible for compliance with Applicable Law related to such solicitations.

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

(e) At least once annually and within thirty (30) days following the request of Bank, University will provide Bank with the Marketing List free of any charge; provided, however, that University will not include in any Marketing List the name and/or related information regarding any Member 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 Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due University. University will provide the first Marketing List, containing the required information for at least one hundred ninety-eight thousand (198,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after University’s execution of this Agreement.

(f) University will, and will cause any University 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.) will be forwarded to the Bank account executive via overnight courier within seventy-two (72) hours of receipt. All reasonable overnight courier expenses incurred by University will be paid by Bank.

(g) University hereby grants Bank and its Affiliates a limited, exclusive license to use the University Trademarks solely in conjunction with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the University Trademarks, notwithstanding the transfer of such University Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. University will provide Bank all University 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 University Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a University Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). University may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. University shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any University Trademark. Bank may use Program Trademarks that contain University Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) Bank will design, develop, maintain, and administer the Program for the Members.

(b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any University Marketing Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of University.

(c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any University Marketing Effort.

(d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of University.

(e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose and will be responsible for the use of Marketing Lists by such entities. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property
of University. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in any manner that would imply an endorsement by University.

(f) Subject to applicable law and regulation, Bank has the right to place University Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, “bobbleheads,” or other items suitable in Bank's judgment for the solicitation of applications for Financial Service Products. University will approve the use and appearance of the University Trademarks used on such materials pursuant to Section 2(d). University grants Bank the right to use such approved materials at Bank's discretion. Bank will not be required to pay any third party (e.g., any producer, licensor, or manufacturer of such gifts and premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of University, a University Affiliate or University for such gifts or premiums. University waives such payments from any third party (and/or agrees to cause the recipient(s) of such payments to waive such payments), and will take (and/or will cause the recipient(s) of such payments to take) all actions to give effect to this waiver. If a third party should refuse to reduce the price to Bank for such gifts or premiums (or otherwise prevent the realization of this benefit by Bank) then Bank may deduct such amount(s) from Royalties and/or Advance payments.

(g) Notwithstanding anything contained in the Agreement to the contrary, University acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement; provided, however, that no such contemporaneous marketing may be done in connection with the Program or in any way that indicates or implies any relationship of the Program or the University to the marketing of such other Bank Products. However, Bank agrees that it shall not, when using University’s Marketing Lists for Deposits, market Bank Products (excluding “Deposits Offers”, as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation. “Deposits Offers” means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and $0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

4. REPRESENTATIONS AND WARRANTIES

(a) University and Bank each represents and warrants to the other party that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing;

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be
limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

(iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect;

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) University represents and warrants to Bank as of the date hereof and throughout the term of this Agreement and any period thereafter that Bank has the right to use the University Trademarks to wind down the Program that it has the right and power to license University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. University will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank’s reasonable and actual costs, fees and expenses in connection therewith (including reasonable attorneys’ fees and court expenses), arising from the license of University Trademarks herein, or from Bank’s use of the University Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to the license or the use of any University Trademarks or Marketing Lists.

5. ROYALTIES

(a) During the term of this Agreement, Bank will pay Royalties to University. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made sixty (60) days after the end of each calendar quarter.

(b) Pursuant to the trademark license and/or sublicense granted by University to Bank pursuant to this Agreement, Bank will have the right to use the University Trademarks in connection with all Financial Service Products offered under the Program during the term of the Agreement.

(c) If at any time during the term of the Agreement any change in any card network’s interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has an adverse impact on Bank’s businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as reasonably determined by Bank (“Impact”), then Bank may notify University in writing of Bank’s desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after University’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to University, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 5(c), such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other
section in the Agreement that by its terms are meant to survive the termination of this Agreement, and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case, as if the termination of such program was a termination or expiration of the Agreement for just that program.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may be offered ancillary non-endorsed products and services.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and University will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") 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 or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

(a) The initial term of this Agreement will begin on the Effective Date and end on July 31, 2021. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

(b) Notwithstanding Section 8(a) above, the right to not renew the Agreement pursuant to this Section 8 of the Agreement may also be used by Bank to terminate the Deposit Program only or Credit Card Program only as of the end of any current term of the Agreement, with the exception that such non-renewal notice, to be valid and effective, must be received by University on or before one hundred twenty (120) days prior to the end of the then current term. For the avoidance of doubt, in the event the Deposit Program or Credit Card Program terminates earlier than the Agreement as provided for immediately above, such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement, and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case, as if the termination of such program was a termination or expiration of the Agreement for just that program.
9. STATE LAW GOVERNING AGREEMENT

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

10. TERMINATION

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

(b) If either Bank or 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 the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the University Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the University Trademarks or to the Marketing Lists.

(d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by University or any University Affiliate to the Members. Such approval will not be unreasonably withheld. Upon expiration or earlier termination of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use University Trademarks in connection with existing Deposit Accounts and Credit Card Accounts and those opened during such ninety (90) day period; and (iii) remove University Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. University shall not attempt to cause the removal of University Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use University Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion.

(e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as reasonably determined by Bank ("Event"), Bank may notify University in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after University's receipt of Bank's notice, the parties have not,
for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to University, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 10(e), such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement, and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case, as if the termination of such program was a termination or expiration of the Agreement for just that program.

(f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, University agrees that neither University, nor any University Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, University may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

11. GROUP MARKETING

(a) University will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by University, including, but not limited to, any GIP ("University Marketing Effort"). University will give Bank sixty (60) days prior notice prior to engaging in any University Marketing Effort.

(b) All GIP marketing materials will be coded by University as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle University to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.

(c) Bank will have the right of prior approval of all marketing materials to be used in any University Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any University Marketing Effort. In furtherance of the above, University shall immediately discontinue any or all University Marketing Efforts upon receipt of, and in accordance with, the written notice from Bank requesting such discontinuance. University will not deviate from the approved materials and plan for any University Marketing Effort without the prior written approval of Bank.

(d) All costs incurred by Bank as a result of a request by University in producing and mailing materials created pursuant to any University Marketing Effort or of supporting any University Marketing Effort will be promptly reimbursed by University upon demand.
(c) University will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth in Savings Act and the Equal Credit Opportunity Act, with respect to any University Marketing Effort.

(f) University will promote the Program on such locations of the internet sites owned or controlled by University as agreed upon by the parties, all at University’s expense. Bank may establish a hyperlink from each such promotion to another internet site (an application site), or may provide a telephone number in each such promotion, to enable a person to apply for each promoted Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle University to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. University will modify or remove such promotions within twenty-four (24) hours of Bank’s request. To enable Bank to view all Program material, University will provide Bank with the ability to access any and all pages within the University internet site(s), including without limitation any “members only” or other restricted access pages that display Program material.

(g) During the term of this Agreement, University agrees to conduct on its own, at its expense and on an ongoing basis the following University Marketing Efforts for Deposits offered under the Program: (i) online marketing efforts, which would include hyperlinks to a Bank Deposits application and/or Bank inbound application telephone number(s), which shall include, but not be limited to, standalone e-mails, e-newsletters, welcome kit e-mails, and digital magazines; and (ii) offline marketing efforts, which would include either Deposit applications and/or Bank inbound application telephone number(s), which shall include, but not be limited to, publication ads, magazine inserts, welcome kits, coupon books, member directories, statement messages, statement inserts, flyers, renewal notices, event notifications and VRU messaging.

(h) Without limiting the generality of Sections 11(f) and 11(g), above, University agrees to perform the following University Marketing Efforts. During the term of this Agreement, University shall promote the Program:

(i) Inclusion of banner with hyperlink to Bank website on the benefits tab of University’s Facebook page and benefits page of University’s website.
(ii) Dedicated email to Members one (1) time per Contract Year.
(iii) Inclusion of hyperlink to Bank website within University’s eNewsletter sent to Members two (2) times per Contract Year.
(iv) Promotion in the University’s magazine sent to Members one (1) time per Contract Year.
(v) Six (6) direct mail campaigns to Members per Contract Year.

The parties may agree from time to time during the term of this Agreement to add, delete, modify or substitute items to be offered as University Marketing Efforts pursuant to this Section 11(h). Upon the parties’ mutual agreement to add, delete, modify or substitute a University Marketing Effort, this Section 11(h) shall be deemed so amended without any further action.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
Fax #: (206) 585-9732

(3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, 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 consent of University. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank’s affiliates.

(h) Bank and University are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement. No legal partnership is created by this Agreement.

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

(j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.

(k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.

(l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

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

**Temple University – Of The Commonwealth System of Higher Education**

By: [Signature]

Name: Jaison G. Kurichi

Title: Associate Vice President for Budget

Date: 10/30/2014 | 15:49 ET

**Bank of America, N.A.**

By: [Signature]

Name: Jake Fargo

Title: Senior Vice President

Date: 2/4/14
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:

A. CREDIT CARD ACCOUNTS

1. $3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account’s opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. $3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

4. $100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account’s opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

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

1. $3.00 (three dollars) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account’s opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. $3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.

3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

4. $100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account’s opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. PREMIUM REWARD ACCOUNTS

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

1. $3.00 (three dollars) for each new Premium Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Premium Reward Account’s opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Premium Reward Account, or for any Premium Reward GIP Account.

2. $3.00 (three dollars) for each Premium Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Premium Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Premium Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Premium Reward Account may renew every twelve (12) months after the opening of the account.

3. 0.05% (five basis points) of all retail purchase transaction dollar volume generated by Customers using a Premium Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. $100.00 (one hundred dollars) for each Premium 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 Premium Reward 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 Premium Reward GIP Accounts will not qualify for any other opening-of-account Royalty.

D. DEPOSIT ACCOUNTS

Deposits Royalty compensation provisions will only apply to the Deposit Accounts set forth below and shall not apply to any other Deposit Account. Further, Deposit Royalties will not be paid to University on any existing deposit account that is converted to the Program.

1. $10.00 (ten dollars) for each new checking Deposit Account opened under the Program which has a positive balance of at least $50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date.

2. An additional $2.00 (two dollars) for every checking Deposit Account opened under the Program that has a positive balance of at least $50.00 (fifty dollars) on each subsequent anniversary of the account opening date.

E. ROYALTY ADVANCES.

1. Within forty-five (45) days of full execution of this Agreement and upon the annual anniversary of the Effective Date in 2015, Bank shall pay to University the sum of one hundred thousand dollars ($100,000) (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below. All Eligible 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 Eligible Royalties accrued thereafter shall be paid to University as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obliged 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 Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

   (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;

   (ii) University breaches any of its obligations under this Agreement;

   (iii) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;

   (iv) Bank is prohibited or otherwise prevented from conducting at least six (6) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of this Agreement;

   (v) University ceases to be a university or institution of higher education.
(iv) Bank is prohibited or otherwise prevented from conducting at least two (2) email campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement; and

(v) Bank shall not be prohibited from conducting promotion campaigns at major University events during each consecutive twelve (12) month period during the term of the Agreement.

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

F. ROYALTY GUARANTEE.

University shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than two hundred thousand dollars ($200,000) (the “Guarantee Amount”) by July 31, 2021, subject to the provisions set forth below. If on July 31, 2021, University has not accrued $200,000 in Eligible Royalties, Bank will pay University an amount equal to the Guarantee Amount minus the sum of all compensation accrued by University during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.I., above.

G. QUALIFYING GIP ACCOUNT BONUS

1. For each Contract Year during the term of this Agreement, University will receive an account bonus (“Qualifying GIP Account Bonus”) equal to: (i) five thousand dollars ($5,000) if at least fifty (50), but less than one hundred (100) GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts opened in a Contract Year become Qualifying GIP Accounts, (ii) ten thousand dollars ($10,000) if at least one hundred (100), but less than one hundred fifty (150) GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts opened in a Contract Year become Qualifying GIP Accounts, or (iii) fifteen thousand dollars ($15,000) if one hundred fifty or more GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts opened in a Contract Year become Qualifying GIP Accounts.

2. For the purpose of counting the aggregate number of Qualifying GIP Accounts for a Contract Year, Bank shall include:

   i. GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts that are opened in a Contract Year that become Qualifying GIP Accounts in the same Contract Year, and

   ii. GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts that are opened in a Contract Year that become Qualifying GIP Accounts in the next Contract Year.
3. For clarity, the maximum Qualifying GIP Account Bonus payment for any Contract Year is fifteen thousand ($15,000). Payments (if any) made under this Section G will be made one hundred thirty-five (135) days after the end of the applicable Contract Year.

4. Notwithstanding anything contained in this Agreement to the contrary, any obligations of Bank to pay any Qualifying GIP Account Bonus pursuant to this Section G for a given Contract Year shall be expressly contingent upon the Agreement having been in full force and effect for the entire Contract Year.
SCHEDULE B
(Insert W-9)
As a convenience to our company, I hereby authorize Bank of America to initiate deposit (credit) entries and, if necessary, adjustments for any credit entries made in error, to our checking account indicated below. I further authorize the financial institution named below to credit and/or debit such entries to such account. If a payment sent to the supplied account information below is not accepted by the participating bank, Bank of America reserves the right to issue a check until the correct bank account information is obtained or adjust future compensation accordingly.

Financial Institution Information

<table>
<thead>
<tr>
<th>Financial Institution</th>
<th>Account Number: 0 Checking 0 Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Transit/ABA Number</td>
</tr>
<tr>
<td>City</td>
<td>State ZIP</td>
</tr>
</tbody>
</table>

This authorization agreement remains in full force and effect until Bank of America has received notice from me of its termination. Such termination must be made in such time and in such manner as to afford Bank of America a reasonable opportunity to act on it.

☐ This represents setup authorization

☐ This represents a change of previously authorized information (please include only the information to be changed)

Affinity Partner Information

<table>
<thead>
<tr>
<th>Affinity Partner</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Print Name</td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Title</td>
</tr>
</tbody>
</table>

REQUIRED: PLEASE ATTACH VOIED CHECK OR A COPY OF A VOIED CHECK HERE

If company policy prohibits attaching a check, Bank of America is authorized to set-up the ACH account based on the information provided as being true and correct. Supplier will not hold Bank of America liable if the information is incorrect.

Treasurer or Other Officer:

Signature        Print Name

Return this form to:

Bank of America
ATTN: Accounts Payable - Vendor Management
125 DuPont Drive
Providence, RI 02907
Mailcode: RI1-121-01-30
Telephone: 888.550.6433
Fax: 704-719-5191