SECOND AMENDED AND RESTATED
AFFINITY AGREEMENT
The University of Georgia Foundation

This Second Amended and Restated Agreement is effective as of July 1, 2013 (the “Effective Date”) by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware (“Bank”), and The University of Georgia Foundation, a corporation having its principal place of business in Athens, Georgia, (“UGF”), for themselves and their respective successors and assigns.

WHEREAS, UGF, as assignee of all of the rights and responsibilities thereunder, and Bank are parties to that certain Amended and Restated Affinity Agreement dated June 30, 1999, as the same has been amended (“Original Agreement”), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UGF; and

WHEREAS, UGF and Bank mutually desire to amend and restate the Original Agreement effective as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, UGF 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:

   “Accountholder Information” means information relating to a Customer solely in their capacity as a Customer or their account under the Program.

   “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 affinity agreement and Schedules A and B.

   “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 of any of the foregoing.

   “Bank Affiliate” means any Affiliate of Bank.

   “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 the 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. A “Student Credit Card Account” is a Credit Card Account opened through an application coded by Bank as a student application.

“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 is a participant in 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 of the Agreement, with the exception of those Royalties that accrue and are payable pursuant to Sections A.4, B.4 and C.4. and Section G of Schedule A.

“Financial Service Product” means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program or the functional equivalent of any such product.

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

“Group Incentive Program” or “GIP” means any credit card marketing or program whereby UGF 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 an updated and current list (in a format designated by Bank) containing non-duplicate names 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 years of age, segmented by zip codes or other mutually selected membership characteristics.

“Marquee Sponsor” with respect to each Sponsorship Opportunity, any description that UGF may use from time to time to signify a sponsor’s sponsorship status as being the most prominent level of sponsorship available for such Sponsorship Opportunity.
"Member" means alumni, parents, donors and friends of University of Georgia, season ticket holders at University of Georgia athletic events and non-student members of UGF, and any other potential participants mutually agreed to by UGF and Bank.

"Premium Reward Account" means a Credit Card Account carrying a Premium Reward Enhancement.

"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 UGF 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 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 UGF complies with the GIP provisions of the Agreement.

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

"Sponsorship Opportunity” shall have the meaning ascribed to such term in Section H.2 of Schedule A of the Agreement.

"Sponsorship Statement” means the Bank’s designated name and corresponding marks (e.g., Bank of America), each as determined by Bank in Bank’s sole discretion, in combination with a description of Bank as Marquee Sponsor.
"Trademarks" means the UGF Trademarks and the University Trademarks.

"UGF Affiliate" means any Affiliate of UGF. “UGF Affiliate” shall not include the UGA Athletic Association (“UGAAA”).

"UGF Trademarks" means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by UGF or any UGF Affiliate prior to or during the term of this Agreement.

"University" means the University of Georgia and any office or department of, or affiliated or associated with the University of Georgia, including but not limited to the athletic department and the office of student affairs of the University of Georgia.

"University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF UGF

(a) UGF agrees that during the term of this Agreement it will endorse the Program exclusively and that neither UGF nor any UGF Affiliate will, by itself or in conjunction with others, including the University, 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 or allow to exist the use by others of 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 or students of University in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if UGF or any UGF Affiliate sells any product or service, in connection with such sales, UGF shall not, and shall cause UGF Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program.

(b) Notwithstanding anything in this Agreement to the contrary, except for those restrictions set forth under Schedule A, Section H.5 of this Agreement, UGF and any UGF Affiliate may accept from and/or grant to any financial institution: (1) advertising, (2) sponsorship and/or sponsorship recognition, and (3) naming rights with respect to events, facilities or buildings (or any portion thereof); provided, however, in each instance, such advertising, sponsorship recognition and/or naming right does not contain an express or implied endorsement by UGF or any UGF Affiliate of said financial institution or any reference to a Financial Service Product. Nothing in this Agreement shall restrict or otherwise affect in any way any sponsorship recognition or advertising in any media distribution of athletic events licensed by the Southeastern Conference, even though a University of Georgia athletic team may be participating in such athletic event.

(c) UGF agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
(d) UGF authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone or any other means for participation in the Program. Notwithstanding the foregoing, nothing contained herein shall prohibit or prevent Bank from fulfilling a University student’s request for a Financial Service Product under the Program.

(e) UGF will have the right of prior approval of all Program advertising and solicitation materials (“Program Materials”) and gifts for individuals completing applications for Financial Service Products and other premiums for the solicitation of applications for Financial Service Products (such gifts and premiums, collectively, “Premiums”) to be used by Bank that contain a Trademark; such approval will not be unreasonably withheld or delayed. In furtherance of the foregoing, Bank shall deliver, as applicable, a sample or specimen of all Program Materials and/or Premiums that contain a Trademark to UGF for approval. Bank shall maintain the quality of the workmanship, materials and design of approved Program Materials and Premiums comparable to the quality of the workmanship, materials and design of the sample or specimen of such Program Materials and/or Premiums that Bank submitted to UGF for approval. Upon UGF’s request, Bank shall periodically submit to UGF for inspection samples or specimens of Program Materials and/or Premiums that bear Trademarks. In the event that Bank incurs a cost because of a change in a Trademark (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due UGF. In the event the costs related to such change exceed Royalties then due UGF, if requested by Bank, UGF will promptly reimburse Bank for all such costs.

(f) [Section intentionally left blank.]

(g) At least once annually and within thirty (30) days following the request of Bank, UGF will provide Bank with the Marketing List free of any charge; provided, however, that UGF will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that UGF not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UGF or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due UGF. UGF will provide the first Marketing List, containing the required information for at least two hundred thousand (200,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UGF’s execution of this Agreement.

(h) UGF will, and will cause any UGF 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 UGF. Notwithstanding the above, UGF 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 UGF. Any correspondence received by UGF that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by UGF will be paid by Bank.

(i) UGF hereby grants Bank and the Bank Affiliates a limited, non-exclusive, license (and/or sublicense, as the case may be) to use the Trademarks, but only in connection with the Program. For clarity, this license does not authorize Bank or any Bank Affiliate to sublicense the Trademarks to an entity other than Bank or a Bank Affiliate or otherwise permit the Trademarks to be used in connection with any entity other than Bank or a Bank Affiliate and, even then, does
not authorize use of the Trademarks in connection with or related to a product or service other than a product or service offered in connection with the Program. Whenever Bank uses the Trademarks in or on any Program advertising or solicitation materials or Premiums, Bank shall in a manner mutually agreed upon by the parties clearly indicate UGF’s and/or University’s ownership of the Trademarks in or on such materials, subject to space limitations and requirements of Applicable Law. This license and/or sublicense will remain in effect for the duration of this Agreement and will apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. This license and/or sublicense will transfer to any permitted assignee of this Agreement. UGF will 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 UGF’s execution of this Agreement. Nothing stated in this Agreement prohibits UGF or any UGF Affiliate, including UGAA, 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. UGF hereby represents and Bank hereby acknowledges that UGF has the authority to license or sublicense, as the case may be, the Trademarks to Bank for Bank’s use in accordance with the trademark license granted herein. Bank acknowledges that it has not acquired any ownership interest in the Trademarks and shall not acquire any ownership interest in the Trademarks by reason of this Agreement and that all use of the Trademarks by Bank shall inure to the benefit of UGF. Bank shall not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair the rights of UGF in and to the Trademarks. Bank shall not use the Trademarks in a manner that is intended to materially injure the goodwill of UGF in the Trademarks.

(j) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a Trademark or 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(j). UGF may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. UGF shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any Trademark or University Trademark. Bank may use Program Trademarks or University Trademarks that contain 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 UGF 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 UGF.

(c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any UGF 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 UGF.
(e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and Applicable Law and will not permit those entities handling the Marketing Lists to use them for any other purpose. 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 UGF. 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 a manner that would imply an endorsement by UGF.

(f) Subject to Applicable Law and regulation and the provisions of this Agreement, Bank has the right to place Trademarks on Premiums. UGF will have approval of the use and appearance of the Trademarks used on such Premiums pursuant to Section 2(e), but grants Bank the right to use approved Premiums at Bank’s discretion. Bank will not be required to pay any third party (e.g., any producer, licensor(ee), or manufacturer of such Premiums) royalties or other compensation otherwise due directly or indirectly to or on behalf of UGF, an UGF Affiliate or University for such Premiums. UGF waives such payments from any third party(ies) (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 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, UGF 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. However, Bank agrees that it shall not, when using UGF’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, unless UGF consents to Bank’s use of the Marketing Lists for such purposes. “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.

(h) Bank shall administer the Program in substantial compliance with Applicable Law. The parties agree that Bank’s failure to comply with such Applicable Law is not a material breach under this Agreement unless such failure to comply materially impacts the Program.

4. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

(a) UGF 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) (i) UGF 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 Trademarks to wind down the Program that it has the right and power to (i) license UGF Trademarks and (ii) sublicense the 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.

(ii) UGF further represents and warrants to Bank as of the Effective Date and throughout the term of this Agreement that there is no entity or organization (including the University or any organization associated with the University) that can use, license or sub-license the University Trademarks in connection with any Financial Service Products, that has access to the Marketing List in connection with any Financial Service Products or that can grant marketing access to any University athletic or other event in connection with any Financial Service Products.

(iii) UGF will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns (the "Indemnities"), from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses) (collectively, "Losses"), arising from its grant of the license or sublicense, as the case may be, of Trademarks herein, or from Bank's use of the Trademarks in reliance upon such license, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any Trademarks or Marketing Lists.

(c) Bank represents and warrants to UGF as of the Effective Date and throughout the term of this Agreement that it has and will maintain an information security program that is designed to: (i) ensure the security, integrity and confidentiality of Accountholder Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Accountholder Information; and (iii) protect against unauthorized access to or use of Accountholder Information that could result in substantial harm or inconvenience to a Customer.

(d) UGF and Bank each will indemnify, defend and hold harmless the other party and its Indemnities from and against all Losses incurred by such party in connection with any third party claims arising from the material breach of this Agreement by UGF or Bank, respectively, as the case may be, or its directors, officers or employees. 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.

5. **ROYALTIES**

(a) During the term of this Agreement, Bank will pay Royalties to UGF. 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 (along with the delivery of Bank’s Royalty report) will be made approximately forty-five (45) days after the end of each calendar quarter.

(b) The parties agree that as of the Effective Date, Bank will not pay Royalties to UGF for any Student Credit Card Accounts, however, pursuant to the trademark license and/or sublicense granted by UGF to Bank pursuant to this Agreement, Bank will have the right to use Trademarks on 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 more than a de minimis adverse impact on Bank’s businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion (“Impact”), then Bank may notify UGF 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 UGF’s receipt of Bank’s notice, the parties have not, for whatever reason, fully executed an amendment 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 UGF, 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(b), 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, as a benefit under the Program, opportunities to select other ancillary 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
UGF 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 June 30, 2018. 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 UGF 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 UGF, 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 UGF 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 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 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 UGF or any UGF 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 Trademarks in connection with existing Deposit Accounts, Credit Card Accounts and those opened during such ninety (90) day period; and (iii) remove Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. UGF shall not attempt to cause the removal of 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 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 determined in Bank's sole discretion ("Event"), Bank may notify UGF in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UGF'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 UGF, 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, UGF agrees that neither UGF nor any UGF Affiliate will, by itself or in conjunction with others (including the University), directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, UGF may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by UGF, 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) UGF will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by UGF, including, but not limited to, any GIP ("UGF Marketing Effort"). UGF will give Bank sixty (60) days prior notice prior to engaging in any UGF Marketing Effort.

(b) All GIP marketing materials will be coded by UGF as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle UGF 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 UGF Marketing Effort, but such approval shall not be unreasonably withheld. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any UGF Marketing Effort. In furtherance of the above, UGF shall immediately discontinue any or all UGF Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. UGF will not deviate from the approved materials and plan for any UGF Marketing Effort without the prior written approval of Bank.

(d) All costs incurred by Bank in producing and mailing materials created pursuant to any UGF Marketing Effort or of supporting any UGF Marketing Effort will be promptly reimbursed by UGF upon demand.

(e) UGF will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any UGF Marketing Effort.

(f) UGF will display all the products offered under the Program on UGF’s home page, account profile pages and such other prominent locations within the internet site(s) of UGF as the parties shall mutually agree upon, all at UGF’s expense. Bank may establish a hyperlink from each such display to another internet site (an application site), or may provide a telephone number in each such display, to enable a person to apply for each referenced Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle UGF to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. UGF will modify or remove such displays within twenty-four (24) hours of Bank’s request. To enable Bank to view all Program material, UGF will provide Bank with the ability to access any and all pages within the UGF 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, UGF agrees to conduct on its own, at its expense and on an ongoing basis the following UGF 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, UGF agrees to perform the following UGF Marketing Efforts. During the term of this Agreement, UGF will:

(i) Utilize Bank web portal marketing materials to promote the Program at UGF events;
(ii) Include the Program in e-newsletters to Members; and
(iii) Promote the Program via e-mail marketing campaigns to Members.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement will 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 is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.

(f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to UGF:

The University of Georgia Foundation
394 South Milledge Avenue
Suite 100
Athens, Georgia 30602

ATTENTION: Ms. Cindy Coyle
Executive Director

(2) If to Bank:
(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) As of the Effective Date, 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, UGF 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 UGF. 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 UGF 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.

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

(j) [Section intentionally left blank.]

(k) 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.

(l) 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.
(m) 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.

(n) 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.

[Signature Page Follows On Next Page]
IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the date set forth below such representative’s signature.

The University of Georgia Foundation

By: Cynthia G. Coyle
Name: Cynthia D. Coyle
Title: Executive Director & CFO
Date: 5-28-13

FIA Card Services, N.A.

By: [Signature]
Name: Thomas Kelley
Title: SUP, Sector Lead
Date: 6/24/13
SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay UGF a Royalty calculated as follows for those accounts with active charging privileges. For clarity, Royalties will not be paid for Student Credit Card Accounts. Bank may create a special class of consumer accounts for UGF employees under the Program, and will not pay compensation for such designated accounts. 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. $75.00 (seventy-five 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.
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. $75.00 (seventy-five 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. $75.00 (seventy-five 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-an-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 UGF 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 the Effective Date of this Agreement and within 45 days of each annual anniversary of the Effective Date in 2014, 2015, 2016 and 2017, Bank shall pay to UGF the sum as set forth in the chart below (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below.

<table>
<thead>
<tr>
<th>Date (within 45 days of)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2013</td>
<td>$600,000</td>
</tr>
<tr>
<td>July 1, 2014</td>
<td>$550,000</td>
</tr>
<tr>
<td>July 1, 2015</td>
<td>$550,000</td>
</tr>
<tr>
<td>July 1, 2016</td>
<td>$500,000</td>
</tr>
<tr>
<td>July 1, 2017</td>
<td>$450,000</td>
</tr>
</tbody>
</table>

All Eligible Royalties accrued shall, in lieu of direct payment to UGF, 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 UGF as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to UGF hereunder, and (y) UGF 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 Subsections (i) through (vi) below should occur:
(i) the Agreement is terminated prior to June 30, 2018;

(ii) UGF 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 Marketing List during each Contract Year;

(iv) Bank is prohibited or otherwise prevented from conducting at least four (4) telemarketing campaigns to the full updated Marketing List during each Contract Year;

(v) Bank is prohibited or otherwise prevented from conducting promotion campaigns for Financial Service Products at major UGF events during each Contract Year; and

(vi) Except for UGAAA’s recognition of certain mortgage products and/or checking accounts in connection with current sponsorships from financial institution(s) other than Bank, and except as otherwise provided in Section 2(b) of this Agreement, University (including UGAAA), by themselves or in conjunction with others: (1) advertises, promotes, aids or markets the providing of any Financial Service Products of any entity other than Bank; or (2) licenses or allows others to license the University Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; or (3) grants marketing access to any University athletic or other event in connection with any Financial Service Products.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to UGF in prior years, and pays UGF Eligible Royalties accrued by UGF 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

UGF shall be guaranteed to accrue Eligible Royalties (including without limitation the amount of the Advances) equal to or greater than two million six hundred fifty thousand dollars ($2,650,000) (the “Guarantee Amount”) by June 30, 2018, subject to the provisions set forth below. If on June 30, 2018 UGF has not accrued $2,650,000 in Eligible Royalties, Bank will pay UGF an amount equal to the Guarantee Amount minus the sum of all Eligible Royalties accrued by UGF from July 1, 2013 through June 30, 2018 and all unrecollected 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.1., above.

G. QUALIFYING GIP ACCOUNT BONUS

1. For each Contract Year during the term of this Agreement, UGF will receive an account bonus (“Qualifying GIP Account Bonus”) equal to fifteen thousand dollars ($15,000) if
two hundred (200) 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, FIA 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 first quarter of the next Contract Year.

3. Payments made (if any) under this Section F 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.

H. SPONSORSHIP PAYMENTS

1. Within forty-five (45) days of the Effective Date, and within forty-five (45) days of each annual anniversary of the Effective Date in 2014, 2015, 2016, and 2017, Bank agrees to pay to UGF the sum of fifty thousand dollars ($50,000.00) (each, a “Sponsorship Payment”) as consideration for UGF providing to Bank the rights and privileges set forth in this Section H in connection with each of the opportunities set forth in Subsection H.2 (i) – (v), below (each, a “Sponsorship Opportunity” and collectively, “Sponsorship Opportunities”) during each Contract Year during the initial term of this Agreement (i.e., through June 30, 2018).

2. With regard to each Sponsorship Opportunity set forth below, UGF shall identify Bank by its name or under any trade name of Bank (e.g., Bank of America), as determined from time to time by Bank in Bank’s discretion, as the Marquee Sponsor.

   (i) **Bulldog 100** (annual celebration of the 100 fastest growing University of Georgia alumni-owned businesses);

   (ii) **The University of Georgia Alumni Association’s “40 Under 40”** (recognition of outstanding young alumni who have made an impact in business, leadership, community, educational, and/or philanthropic endeavors);

   (iii) **UGA Days** (multi-city traveling tour where prominent representatives of the University speak with local alumni and friends of the University);
(iv) UGA Alumni Seminar (weekend-long program for alumni featuring experts, research, and speakers); and

(v) Any additional or substitute event or series of events that the parties may mutually agree in writing is a Sponsorship Opportunity.

3. UGF shall highlight the Sponsorship Statement, at Bank’s option and in Bank’s discretion, (i) in all promotions, advertisements and displays for each Sponsorship Opportunity, (ii) in correspondence, signage, brochures, programs and other materials produced for each Sponsorship Opportunity, (iii) verbally at the opening and closing of each Sponsorship Opportunity and (iv) as the parties otherwise mutually agree. Bank shall have the right to review and approve in writing in advance each use of the Sponsorship Statement and/or the Bank’s designated name and corresponding marks. Notwithstanding anything in this Section H to the contrary, Bank may choose from time to time, at its option and in its discretion, not to be named as the Marquee Sponsor of one or more Sponsorship Opportunities in a particular Contract Year.

4. Bank may acknowledge itself by its name or under any trade name of Bank (e.g., Bank of America), as determined from time to time by Bank in its discretion, as Marquee Sponsor of any Sponsorship Opportunity.

5. During each Contract Year during the initial term of this Agreement, UGF shall not name, display, list or otherwise acknowledge any other financial institution as a sponsor or supporter of any Sponsorship Opportunity.

6. For clarity, all Sponsorship Opportunities are UGF Marketing Efforts and subject to the terms and conditions for the conduct of UGF set forth under Section 11 of the Agreement. Further, any Credit Card Accounts generated pursuant to a Sponsorship Opportunity shall entitle UGF to the GIP compensation set forth in this Schedule A, subject to the other terms and conditions of the Agreement.

7. Notwithstanding anything in this Section H to the contrary, each obligation of Bank to make a Sponsorship Payment in a subsequent Contract Year shall be expressly contingent upon UGF having provided Sponsorship Opportunities to Bank’s satisfaction in the previous Contract Year.
SCHEDULE B
(Insert W-9)
The University of Georgia Foundation

394 South Milledge Avenue
Athens GA 30602

Social security number

Employer Identification number

5 B 6 0 3 3 8 7

Date 5/28/13

Part I - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am an U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have not been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantively similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' shares of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
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.

<table>
<thead>
<tr>
<th>Financial Institution Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wells Fargo Bank, NA</strong></td>
</tr>
<tr>
<td>2000 130179 1650</td>
</tr>
<tr>
<td>Financial Institution</td>
</tr>
<tr>
<td>310 Interstate Pkwy, 5th Floor</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Atlanta GA 30339</td>
</tr>
<tr>
<td>City GA</td>
</tr>
<tr>
<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)

<table>
<thead>
<tr>
<th>Affinity Partner Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The University of Georgia Foundation</strong></td>
</tr>
<tr>
<td>Affinity Partner</td>
</tr>
<tr>
<td>Cynthia G. Coyle</td>
</tr>
<tr>
<td>706-542-6677</td>
</tr>
<tr>
<td>Contact Name</td>
</tr>
<tr>
<td>394 S. Milledge Ave, Suite 100</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Athens, GA 30602</td>
</tr>
<tr>
<td>Executive Director</td>
</tr>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
</tbody>
</table>

REQUIRED: PLEASE ATTACH VOITED CHECK OR A COPY OF A VOITED 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.

<table>
<thead>
<tr>
<th>Treasurer or Other Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td><strong>Cynthia G. Coyle</strong></td>
</tr>
</tbody>
</table>

Return this form to:

Bank of America
ATTN: Accounts Payable – Vendor Management
125 DuPont Drive
Providence, RI 02907
Mailcode: R11-121-01-30

Telephone: 888.550.6433          Fax: 704-719-5191

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CONFIDENTIAL