

Credit Protection Plus Addendum ("the Plan")

This Addendum is an amendment to Your Credit Card Agreement with FIA Card Services, N.A. Please read this amendment carefully as it explains benefits, qualifications, and exclusions of Credit Protection Plus. If there is any conflict between the Credit Card Agreement and this Addendum, the terms in this Addendum shall control.

I. Enrollment

You have elected to enroll in Credit Protection Plus, an optional account feature that may provide benefits to an Enrolled Account in the event any person responsible for, or who is an Authorized User of, the Enrolled Account incurs a Protected Event. Whether or not You purchase the Plan will not affect Your application for credit or the terms of any existing credit agreement You have with Us. There are eligibility requirements, conditions and exclusions that could prevent You from receiving benefits under the Plan. Please read this document carefully and retain it with Your important personal records. If You have questions about the Plan, please contact the Plan Administrator at 1.888.668.6938.

II. Protected Events

a. Involuntary Unemployment means You suffer an involuntary loss of employment as a result of layoff, termination, general strike, unionized labor dispute, or lockout. If You are Self Employed, the loss of employment must be caused exclusively by business (not personal) bankruptcy, failure or loss of required equipment to conduct Your business, or damage to Your business premises caused by fire, theft or natural disaster.

Eligibility. To be eligible for the Involuntary Unemployment benefit, You must have been Gainfully Employed for 30 consecutive days immediately preceding the Involuntary Unemployment. **The Involuntary Unemployment must begin 60 days or more after the Effective Date and must last for a minimum of 30 days.** You must also register for state unemployment benefits, qualify for state unemployment benefits if Your state unemployment law applies to You or Your employer, and register to work with a recognized employment agency. If You are a Full Time Student or are Self-Employed, You will not be required to qualify for state unemployment benefits.

Exclusions. This benefit is not available if Involuntary Unemployment is caused by voluntary loss of employment, resignation or retirement, Disability, or termination resulting from willful or criminal misconduct. This benefit is not available if you are receiving wages or profit from your employer or business, or for the period of time for which any lump sum payment from your employer is intended to cover. If You are Self-Employed, this benefit is not available if the Involuntary Unemployment is the result of business slowdown, maintenance or wear and tear of Your business equipment, or closure of business by a governmental agency. If You are employed for less than 1000 hours per year, such as if You are a seasonal or part-time employee, this benefit is not available.

b. Hospitalization or Hospitalized means that You are admitted to and remain in a hospital or school infirmary as a registered bed patient receiving care directed by a physician.

Eligibility. To be eligible for Hospitalization benefits You must be hospitalized for at least one night in a hospital or school infirmary, and **the Hospitalization must begin 60 days or more after the Effective Date.**

Exclusions. You are not eligible for this benefit if the Hospitalization resulted from an intentionally self-inflicted injury.

c. Life Events means Your marriage, birth or adoption of a child, moving to a new principal residence, retirement from principal employment ("Retirement"), divorce, if You become a Full Time Student, or if You are a Full Time Student, achieving academic excellence or graduation.

Eligibility. Academic excellence is based upon having a 3.6 grade point average on a 4-point scale, or the equivalent of a cumulative A- or higher average in a marking period. Eligibility for the divorce benefit is based upon having a finalized divorce decree issued by a court of competent jurisdiction after the Effective Date. Eligibility for the marriage benefit is based upon having a valid marriage certificate issued after the Effective Date. Eligibility for the birth or adoption benefit is based upon having a valid birth certificate or adoption

documentation issued after the Effective Date. Other documentation may be required by the Plan Administrator. The Plan Administrator may waive any of these requirements.

Limitations. You are eligible for up to two Life Event benefit activations each calendar year. You are only eligible for one Retirement benefit activation for the Enrolled Account.

d. Disability means that You were Gainfully Employed and subsequently stop performing the material and substantial duties of Your normal occupation as a result of injury or sickness.

Eligibility. To be eligible for the Disability benefit, You must be diagnosed by a physician as totally disabled and be under the continuous care of a physician. **The Disability must begin 60 days or more after the Effective Date and must last for a minimum of 30 days.**

If after a Disability Benefit Activation Period You become Gainfully Employed but are then unable to work for more than 30 days due to a continuation of the same Disability, We will not require that the second Disability continue for 30 additional days. In this event, You may be eligible for additional benefits, which will be subject to the same limitations as the original Disability. If You return to work for more than 30 days following a Disability, any subsequent request for a Disability benefit will be subject to all of the limitations, exclusions, and eligibility criteria stated herein.

Exclusions. This benefit is not available if Disability results from an intentionally self-inflicted injury, if the Disability is the result of Your willful act or criminal misconduct, if the Disability began prior to the Effective Date, or if you are receiving wages or profit from Your employer or business.

e. Family Leave of Absence (FLA) means that You take an employer-approved unpaid leave of absence from Your employment.

Eligibility. You must have been Gainfully Employed immediately preceding the FLA and must be granted an unpaid leave of absence by Your employer. **The FLA must last for a minimum of 14 consecutive days and must begin 60 days or more after the Effective date.**

Exclusions. FLA is not available if You are Self-Employed.

f. Loss of Life means You die as a result of a cause not otherwise excluded in this Addendum and the Plan Administrator receives a certified death certificate.

Exclusions. You are not eligible for the Loss of Life benefit if the Loss of Life results from an intentionally self-inflicted injury. **The Loss of Life must occur 60 days or more after the Effective Date.** If the loss was caused by, or directly related to, an accidental injury, the request for benefit may be considered immediately. No more than one Loss of Life Total Debt Benefit will be credited to the Enrolled Account.

III. Fee

We determine the Plan fee assessed each billing cycle by multiplying the monthly rate of \$0.95 per \$100 of the Plan balance for that billing cycle. The Plan balance is the greater of: (1) the New Balance Total less the Plan Fee billed in that billing cycle; or, (2) the total of the Balances Subject to Interest Charge. No fee is assessed on the portion of Your Plan balance over \$25,000. The fee will be shown on the Enrolled Account's monthly billing statement and added to the balance each month. No fee will be charged in any month in which there is no balance and no activity on the Enrolled Account. If You incur a Protected Event, We will cancel the Plan fee attributable to the Enrolled Account balance as of the date You incurred the Protected Event, for each billing cycle in the Benefit Activation Period.

IV. Benefit Amounts and Limitations

If You incur a Protected Event, You may receive benefits under the Plan. You are eligible to receive Monthly Benefit Amounts if You incur an approved Involuntary Unemployment, Hospitalization, Life Event, Disability or Family Leave of Absence. The Monthly Benefit Amount is the cancellation of the Total Minimum Payment Due shown on Your

monthly billing statement for each billing cycle during the Benefit Activation Period. The Total Minimum Payment Due will be canceled as of its Payment Due Date. If a Total Minimum Payment Due is made by You and is later canceled by the Plan, that amount will be credited to the Enrolled Account in the next applicable billing period. If applicable, We may also cancel certain late fees, overlimit fees and other interest charges that were applied to the Enrolled Account after You incurred a Protected Event.

If You incur an approved Involuntary Unemployment, Hospitalization, Disability or Family Leave of Absence, You will be eligible to receive Monthly Benefit Amounts for as long as the Protected Event persists, up to 18 months from the date that You incurred the Protected Event. If You incur an approved Life Event, You are eligible to receive up to 3 Monthly Benefit Amounts. However, Total Monthly Benefit Amounts for any one Protected Event cannot exceed the lesser of \$25,000 or Your New Balance Total as of the date that You incur the Protected Event. And You are only eligible to receive one Monthly Benefit Amount for one Protected Event during any Enrolled Account billing cycle.

Total Debt Benefit is available in the event that You experience a Loss of Life. The Total Debt Benefit is the cancellation of Your entire Account balance, up to a maximum of \$25,000.

You are not eligible for benefits if the Protected Event occurred before Your Effective Date. You remain responsible to pay, under the terms of Your Credit Card Agreement, any balance that is not canceled under this Plan.

V. Frequently Used Terms

- a. "We," "Us" and "Our" refer to FIA Card Services, N.A. "You," "Yourself," "Your" and "Yours" refer to the Protected Cardholder listed on the Certificate of Enrollment and the Authorized User(s) listed on the Enrolled Account.
- b. "Authorized User" means an Authorized User as defined in Your Credit Card Agreement.
- c. "Benefit Activation Period" means the total duration of time You will receive Monthly Benefit Amounts for any Protected Event, other than Loss of Life, that You incur.
- d. "Enrolled Account" means the credit card account noted on the Certificate of Enrollment, and any other account that replaces the Enrolled Account, such as for fraud, a lost or stolen credit card, conversion, or for security reasons.
- e. "Full Time Student" means that You attend a school or program for at least 12 credit hours per semester, or the equivalent thereof, in pursuit of at least a 2-year degree.
- f. "Gainfully Employed" means that Your principal source of income is derived from salary, wages, income or other remuneration, working at least 30 hours per week (20 hours per week for Full Time Students) in employment considered to be permanent and not seasonal.
- g. "Self-Employed" means You are Gainfully Employed working in a business, trade or professional activity conducted with regularity and continuity by You or a legal entity that is owned and operated by You.

VI. Making a Request for Benefits

In order to receive Plan benefits, Your Enrolled Account must be less than 4 payments past due on the date of Your Protected Event and You must meet the eligibility requirements outlined in this Addendum. **You will not be eligible to receive benefits if You do not make a request for benefits and provide sufficient notice and documentation, as determined by the Plan Administrator, within 300 days of the Protected Event.**

Before Your request for Plan benefits is approved, You must continue to make at least the Total Minimum Payment Due for Your Enrolled Account each month. Failure to do so may result in the Enrolled Account becoming past due and/or in Your loss of any promotional rate on the Enrolled Account.

To request benefit activation, please contact the Plan Administrator at 1.888.668.6938 or at Credit Protection Plus, P.O. Box

34888, Omaha, NE 68134. Upon receipt of Your request, You will be required to submit sufficient documentation, as determined by the Plan Administrator, to demonstrate the occurrence of the Protected Event.

If You do not provide sufficient documentation to the Plan Administrator within 75 days of any such request, Your request will be closed, but may be reopened upon submission of appropriate documentation.

VII. Continuation of Benefits

In order to continue to receive benefits for any Protected Event, other than Life Events, You will need to submit the appropriate documentation or proof requested by the Plan Administrator. Failure to do so can result in an interruption or termination of the benefit.

VIII. Account Availability During Benefit Activation

You will be able to use Your Enrolled Account, subject to the Credit Card Agreement, while You are in an approved benefit status. During the Benefit Activation Period, interest charges continue to accrue.

IX. Plan Cancellation

You may cancel Your enrollment in the Plan at any time by providing verbal or written notice to the Plan Administrator. Cancellation will take effect on the date the Plan Administrator receives Your notice. If You cancel Your enrollment within 30 days of the Effective Date, any Plan Fees will be credited back to the Enrolled Account. If You re-enroll in the Plan, You will receive a new Effective Date and will be subject to all of the exclusions and limitations associated with the new Effective Date.

We will cancel Your enrollment in the Plan if Your Enrolled Account is closed with a zero balance; the Enrolled Account is charged off as a loss by Us; You suffer a Loss of Life; You enter into a repayment plan for the Enrolled Account, or You conduct or attempt to conduct fraud relating to Plan benefits. Upon cancellation no further Plan Fee will be charged to the Enrolled Account. Protected Events that occur after Plan cancellation are not eligible for benefits.

We will suspend Your enrollment in the Plan when the Enrolled Account is four (4) payments past due. You will not be assessed a Plan fee while the Plan is suspended. And You will not be eligible for benefits for any Protected Event that You incur while the Plan is suspended. The Plan will automatically be reinstated on the first day of the billing cycle immediately following a payment that brings the Enrolled Account less than four (4) payments past due.

If We change the Enrolled Account due to fraud on the Enrolled Account, for security reasons, a lost or stolen card, or for account conversion, Your Plan protection will automatically be transferred to Your new credit card account. If You close the Enrolled Account and later reopen that account, the Plan will not automatically be applied to the reopened account.

X. Change to Plan Terms

We may make changes to or cancel the Plan at any time. We will provide You with at least 30 days advance written notice of any such change. If any such change does not increase the Plan Fee and is otherwise favorable to You, we may elect not to provide You with notice.

XI. Potential Tax Impact

Any benefit amount credited to the Enrolled Account may be considered taxable income to You or Your estate. If You have any questions about the tax implications of Your enrollment in the Plan or of any benefit amounts You receive, please consult a tax advisor.

XII. Arbitration

If claims under Your Credit Card Agreement are subject to an arbitration clause, that clause applies to any claims or disputes regarding the Plan.

XIII. Waiver

A waiver of one or more Plan requirements by Us or the Plan Administrator does not require Us to waive that same requirement in any other situation or for any other cardholder, nor does it constitute a waiver of any other Plan requirements.