EX-10.X 2 a13-17284_1ex10dx.htm EX-10.X

Exhibit (10)X

EXECUTION VERSION

CONFIDENTIAL TREATMENT REQUESTED

Confidential portions omitted pursuant to a request for confidential treatment filed separately with

the Securities Exchange Commission.

CREDIT CARD PROGRAM AGREEMENT

by and among

GAME STOPCORPORATION,

GAME STOPENTERPRISE, INC.

and

TD BANK USA, N.A.

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Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

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Commission.

This Credit Card Program Agreement is made as of the 22nd day of October, 2012 (“Effective

Date"), by

and among GAME STOPCORPORATION, a Minnesota corporation with its principal offices at Minneapolis,

Minnesota, GAME STOPENTERPRISE, INC., a Minnesota corporation with its principal offices at Minneapolis,

Minnesota (collectively, "Company"), and TD BANK USA, N.A. ("Bank"), a national banking association with its

principal offices as of the date hereof at Portland, Maine.

W I T N E S S E T H:

WHEREAS, Bank has established programs to extend credit via private label and co-branded credit cards

to qualified customers for the purchase of goods and services;

WHEREAS, concurrently with the execution of this Agreement, GAME STOPNational Bank and Target

Receivables LLC (collectively, "Sellers"), GAME STOPCorporation, and Bank are entering into a purchase and sale

agreement (the "Purchase Agreement") pursuant to which Bank shall (a) purchase from Sellers the co-branded and

private label consumer credit card accounts and other assets related to the Company co-branded and private label

consumer credit card program; and (b) assume from Sellers certain liabilities related to the Company co-branded and

private label consumer credit card program, as designated in the Purchase Agreement;

WHEREAS, the parties agree that the goodwill associated with the "Target" mark contemplated for use

hereunder is of substantial value which is dependent upon the maintenance of high quality

services and appropriate

use of the mark pursuant to this Agreement;

WHEREAS, Company and Bank agree to establish the Program as provided herein; and

WHEREAS, simultaneously with the execution hereof, and in consideration for Company's willingness to

enter into this Agreement, The Toronto-Dominion Bank (the "Bank Guarantor"), has executed and delivered to

GAME STOPCorporation a guaranty (the "Guaranty") pursuant to which the Bank Guarantor has guaranteed, in full, the

obligations and performance of Bank under this Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants contained herein, and

for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and

Bank agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Generally.

The following terms shall have the following meanings when used in this Agreement; capitalized terms that

are not defined herein shall have the meanings assigned to them in the Purchase Agreement:

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"Account" means a Private Label Account or Co-Branded Account as set forth in this Agreement

and

includes any Purchased Account; the term “Accounts” means Private Label Accounts and Co-Branded Accounts

collectively.

“Account Documentation” means, with respect to any Account, any and all documentation relating to that

Account, including all Credit Card Applications, Credit Card Agreements, Credit Cards, Program Privacy Notices,

Billing Statements, checks or other forms of payment, electronic payment authorization agreements, credit bureau

reports, adverse action notices, change in terms notices, other notices, correspondence, memoranda, documents,

stubs, instruments, certificates, agreements, magnetic tapes, disks, hard copy formats or other computer-readable

data transmissions, microfilm, electronic or other copy of any of the foregoing, and any other written, electronic or

other records or materials of whatever form or nature, including information relating or pertaining to any of the

foregoing to the extent related to the Program; provided, however, that Account Documentation shall not include

Company register tapes, invoices, sales or shipping slips, delivery and other receipts or other indicia of the sale of

Goods and/or Services.

“Account Terms” means the New Account Terms or Purchased Account Terms, as applicable, as such may

be amended from time to time in accordance with this Agreement.

“Acquired Retailer Portfolio” has the meaning set forth in Section 12.1(a).

“Active Account” means, in any monthly billing cycle, an Account, other than a Written-Off Account,
which carried a balance or had some purchase, cash advance or payment activity in that monthly billing cycle.

“Affiliate” means, with respect to any Person, each Person that controls, is controlled by, or is under
common control with, such Person, except that for the purposes of ARTICLE VI, “Affiliate” shall have the meaning
set forth in 12 CFR 40.3(a). For purposes of this definition, “control” of a Person means the possession, directly or
indirectly, of the power to direct or cause the direction of its management or policies, whether through the
ownership of voting securities, by contract or otherwise. Notwithstanding anything herein to the contrary, neither
TD Ameritrade Holding Corporation nor any subsidiary of TD Ameritrade Holding Corporation shall be considered
an Affiliate of Bank (or an Affiliate of any Affiliate of Bank) for purposes of this Agreement, and each shall be
treated as a third party in all respects.

“Aggregate Cumulative Costs” has the meaning set forth in Section 8.3(d).

“Agreement” means this Credit Card Program Agreement, together with all of its schedules and exhibits
and, if modified, altered, supplemented, amended and/or restated, as the same may be so modified, altered,
supplemented, amended and/or restated from time to time.

“Alternative Risk-Adjusted Revenue” has the meaning set forth in Schedule 8.1.

“American Express” means American Express Company and its Affiliates, successors and assigns.

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“Applicable Law” means (i) all federal, state and local laws (including common law), statutes, rules,

regulations; (ii) written regulatory guidance, written substantive recommendations, directives, written opinions and

interpretations, policies and guidelines of any Governmental Authority; (iii) rulings, injunctions, judgments and

orders of any Governmental Authority, and the final outcome of any binding arbitration; and (iv) any written or oral

guidance or instructions to a party from a Governmental Authority with jurisdiction over such party, in each case

applicable to the Program, the Accounts, or Bank or Company or their respective Affiliates or assets. Without

limiting the foregoing, following the Closing Date, Bank may exercise its rights and obligations hereunder with

respect to Applicable Law in response to the enactment by any Governmental Authority of a change of any of the

items referred to in clauses (i) through (iii) that has not yet become effective, but only to the extent that Bank’s

actions are (A) taken based on the good faith determination of Bank that such actions are advisable in order to

achieve compliance by the expected effective date and (B) being applied consistently to the Bank's and its U.S.

Affiliates' private label or co-branded (as the case may be) credit card portfolios.

"Applicant" means an individual who has submitted a Credit Card Application for a Credit Card under the

Program.

"ASC 860" means FASB Accounting Standards Codification (ASC) Topic 860 (formerly Statement of

Financial Accounting Standards (FAS) 140 and 166).

"Assigned Interests" has the meaning set forth in Section 17.3.

"Auditor" has the meaning set forth in Section 4.15(c).

"Bank" has the meaning set forth in the preamble.

"Bank Guarantor" has the meaning set forth in the recitals and includes any successor guarantor under the

Guaranty.

"Bank Event of Default" means the occurrence of any one of the events listed in Section 13.1 with respect

to Bank, or listed in Section 13.2.

"Bank Executive" has the meaning set forth in Section 3.3.

"Bank Indemnified Parties" has the meaning set forth in Section 16.1.

"Bank Interim Servicing Period" has the meaning set forth in Section 15.1(c).

"Bank Licensed Marks" means the trademarks, tradenames, service marks, logos and other proprietary

designations of Bank listed on Schedule A as may be modified from time to time in accordance with Section 9.2(b),

together with the tradename of Bank and any successor trademarks, tradenames, service marks,

logos and

proprietary designations that Bank adopts as successors to those listed on Schedule A.

“Bank Material Adverse Effect” has the meaning set forth in Section 10.2(a).

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“Bank Matters” has the meaning set forth in Section 3.5(d).

“Bank New Mark” has the meaning set forth in Section 9.2(b).

“Bankruptcy Code” means Title 11 of the United States Code, as amended, or any other applicable state or

federal bankruptcy, insolvency, moratorium or other similar law, and all laws relating thereto.

“Billing Cycle” means the interval of time between regular periodic Billing Dates for an Account.

“Billing Date” means, for any Account, the last day of each regular period when the Account is billed.

“Billing Statement” means a summary of Account credit and debit transactions for a Billing Cycle, including a statement with only past-due account information, and any other statement subject to Section 226.7,

Title 12, Code of Federal Regulations, whether in print or electronic form.

“BIN” has the meaning set forth in Section 2.8(c).

“Business Day” means any day, other than a Saturday, Sunday or legal holiday, on which Company and

Bank both are open for business.

“Cardholder” means any individual who is contractually obligated under a Credit Card Agreement; an

authorized user of an Account shall be treated as a Cardholder (i) to the extent provided in the

Cardholder Service

practices, (ii) to the extent cardholder rights are extended to authorized users under Applicable Law, and (iii) as

mutually agreed by the parties.

“Cardholder Data” means (i) all Cardholder Lists and (ii) all personally identifiable information about a

Cardholder or Applicant received by or on behalf of Bank (including by Company as servicer) in connection with

the Cardholder’s application for or use of a Credit Card or Account or otherwise obtained by or on behalf of Bank

(including by Company as servicer), including all transaction and experience information collected by or on behalf

of Bank (including by Company as servicer) with regard to each purchase charged by a Cardholder using his or her

Credit Card.

“Cardholder Indebtedness” means (a) all amounts owing by Cardholders with respect to Accounts,

including outstanding loans, cash advances and other extensions of credit, finance charges (including accrued

interest), late payment fees, and any other fees, charges and interest on the Accounts, in each case, whether or not

posted and whether or not billed; less (b) any credit balances owed to Cardholders, any credits associated with

returns, and any similar credits or adjustments with respect to the Accounts, in each case whether or not posted and

whether or not billed.

“Cardholder List” means any list (whether in hardcopy, magnetic tape, electronic or other form) that

identifies or provides a means of differentiating Cardholders, including any such

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listing that includes the names, addresses, email addresses (as available), telephone numbers or social security

numbers of any or all Cardholders.

“Cardholder Service” means the activities of Company as servicer undertaken pursuant to this Program that

involve interacting with Cardholders and Applicants with respect to the Program, including the services performed

by Company pursuant to Section 4.1 and Section 4.12, but excluding interactions with Cardholders and Applicants

in Company’s role as a retailer.

“Change in Applicable Law” means, to the extent occurring after the Effective Date, (a) the enactment or

promulgation of a new or modification of an existing provision of Applicable Law; or (b) a decision, order, decree,

ruling or opinion of a Governmental Authority containing an interpretation of a provision of Applicable Law, but

only to the extent that a party is advised by its counsel that such decision, order, decree, ruling or opinion is binding

on or applicable to the Program, Bank or Company.

“Charge Transaction Data” means the transaction information required to authorize, process and settle each
purchase of Goods and/or Services charged to an Account and each return of such Goods and/or Services or other
adjustment for credit to an Account.

“Clean Up Call Option” means Company’s option to purchase the Existing Receivables if (i) the outstanding balance of Existing Receivables on the Program Purchase Date or other purchase date agreed upon by
the parties, as applicable, is 14% or less of the outstanding balance of Existing Receivables on the
Closing Date, and (ii) Company’s cost of servicing the Existing Receivables, assuming Company does not purchase
the remainder of the Program Assets, is or is expected to be greater than Company’s servicing revenue for the
Existing Receivables.

“Closing Date” has the meaning set forth in the Purchase Agreement.

“Co-Branded Account” means an open-end consumer credit account subject to the Program that settles
through the Network and may be used where Network credit cards are accepted.

“Co-Branded Credit Card” means a consumer credit card that bears a Company Licensed Mark and the
trademarks, tradenames, service marks, logos or other proprietary designations of the Network and that may be used
to access a Co-Branded Account.

“Collections Manager” has the meaning set forth in Section 4.9(a).

“Collections Policies” has the meaning set forth in Section 4.9(b).

“Company” has the meaning set forth in the preamble.

“Company Channels” means all Stores owned or operated by Company or its Affiliates in the United States

(including Licensee departments therein to the extent contractually permitted) and all other retail establishments or

retail sales channels directed to United States consumers that are owned or operated by Company or its Affiliates or

their Licensees and are branded with a Company Licensed Mark or a mark including the Company name, or are

otherwise designated

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as a Company Channel by mutual agreement of the Parties, including mail order, catalog and Internet outlets

(including websites operated by Company or its Affiliates).

“Company Core Systems” has the meaning set forth in Section 4.19(a).

“Company Event of Default” means the occurrence of any one of the events listed in Section 13.1 with

respect to Company, or listed in Section 13.3.

“Company Executive” has the meaning set forth in Section 3.3(a).

“Company Guest” means any Person who makes purchases of Goods and/or Services.

“Company Guest Data” means all personally identifiable information regarding a Company Guest that is

obtained by Company (other than solely in its capacity as servicer) in connection with the

Company Guest making a

purchase of Goods and/or Services, including all transaction, experience and purchase information collected by

Company (other than in its capacity as servicer) with regard to each purchase of Goods and/or Services made by a

Company Guest, including the item-specific transaction information collected about Cardholders in connection with

any such purchase of Goods and/or Services.

“Company Indemnified Parties” has the meaning set forth in Section 16.2.

“Company Interim Servicing Period” has the meaning set forth in Section 15.3(a).

“Company Licensed Marks” means the trademarks, tradenames, service marks, logos and other proprietary

designations of Company or its Affiliates listed on Schedule B as may be modified from time to time in accordance

with Section 9.1(b), together with the tradename of Company and any successor trademarks, tradenames, service

marks, logos and proprietary designations that Company adopts as successors to those listed on Schedule B.

“Company Material Adverse Effect” has the meaning set forth in Section 10.1(a).

“Company Matters” has the meaning set forth in Section 3.5(c).

“Company New Mark” has the meaning set forth in Section 9.1(b).

“Company Transaction” means any purchase or return of Goods and/or Services through a Company

Channel, including from a Licensee, using an Account.

“Comparable Credit Card Segments” means, with respect to any portion of the Accounts, other private

label credit card accounts, on the one hand, or co-branded or general purpose credit card accounts, on the other hand,

as the case may be, that are owned, operated, serviced or managed by Bank or its U.S. Affiliates, and the

cardholders of which are in the comparable credit risk score band and reside in the same geographical region.

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“Competing Retailer” means each of the entities identified on Schedule 3.7(a), as amended from time to

time by mutual agreement, and each of their Affiliates, and any successor to any such entity or its Affiliates.

“Compliance Manager” has the meaning set forth in Section 4.6(a).

“Compliance Practices” has the meaning set forth in Section 3.6(a).

“Conversion” has the meaning set forth in Section 15.3(a).

“Confidential Information” has the meaning set forth in Section 11.1(a).

“Credit Card” means a Private Label Credit Card and/or Co-Branded Credit Card, as applicable; the term

“Credit Cards” means Private Label Credit Cards and Co-Branded Credit Cards collectively.

“Credit Card Agreement” means each credit card agreement between Bank and a Cardholder governing the

use of an Account, including credit card agreements assigned to Bank pursuant to the Purchase Agreement, together

with any amendments, modifications or supplements which now or hereafter may be made to

such credit card

agreement (and any replacement of such agreement).

“Credit Card Application” means the credit application which must be completed and submitted by

individuals who wish to become Cardholders.

“Disclosing Party” has the meaning set forth in Section 11.1(d).

“Disclosure Schedule” means, with respect to Company or Bank, a schedule delivered to the other party on

or before the date of the Purchase Agreement setting forth, among other things, items the disclosure of which is

required under the Purchase Agreement either in response to an express disclosure requirement contained in a

provision of the Purchase Agreement or as an exception to one or more of the representations or covenants

contained in the Purchase Agreement; provided, that the mere inclusion of an item in a Disclosure Schedule as an

exception to a representation will not be considered an admission by the disclosing party that such item (or any non-

disclosed item or information of comparable or greater significance) represents a material exception or fact, event or

circumstance or that such item has had, or is reasonably expected to result in, a Company Material Adverse Effect or

a Bank Material Adverse Effect.

“Discover” means Discover Financial Services and its Affiliates, successors and assigns.

“Dispute” has the meaning set forth in Section 3.5(a).

“DJ Action” has the meaning set forth in Section 9.3(e).

“Effective Date” has the meaning set forth in the preamble.

“Enhancement Product” has the meaning set forth in Section 5.4.

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“Excess Cost Condition” has the meaning set forth in Section 8.3(a).

“Excess Cost” has the meaning set forth in Section 8.3(a).

“Existing Receivables” means as of any day, the Gross Receivables purchased by Bank on the Closing Date

pursuant to the Purchase Agreement that remain outstanding.

“Federal Funds Rate” means the offered rate as reported in The Wall Street Journal in the “Money Rates”

Section for reserves traded among commercial banks for overnight use in amounts of one million dollars or more, as

published in the most recent Friday edition prior to any required payment or settlement date in which such offered

rate is reported, and if such rate is not so reported in any Friday edition of The Wall Street Journal during the thirty

day period preceding such required payment or settlement date, such offered rate as reported in another publication

reasonably acceptable to the parties.

“Force Majeure Event” has the meaning set forth in Section 17.17.

“GAAP” means accounting principles generally accepted in the United States, consistently applied.

“Goods and/or Services” means the products and services, including financial products and

services, sold
by or through Company Channels, including delivery services, shipping and handling, and work or labor to be
performed for the benefit of Company Guests through the Company Channels.

“Governmental Authority” means any federal, state or local domestic, foreign or supranational governmental or regulatory authority, agency, court, tribunal, commission or other governmental or regulatory entity
of applicable jurisdiction, including the Board of Governors of the Federal Reserve System, the OCC, the Federal
Deposit Insurance Corporation, the Bureau of Consumer Financial Protection and the Office of the Superintendent
of Financial Institutions (Canada).

“Gross Receivables” has the meaning set forth in the Purchase Agreement.

“Guaranty” has the meaning set forth in the preamble.

“Incidental Company Channels” means Company Channels, including Stores, which are secondary or
supplemental to Company’s primary general merchandise retail strategy, including (i) physical locations in existence
for a period of less than six months (e.g., a temporary or “pop-up” store); (ii) supplemental retail outlets that are not
connected to Company’s primary authorization and settlement system (e.g. Licensee- or third-party-operated
websites, Licensee-operated departments within Stores); (iii) Company retail strategies that are other than general
merchandise (e.g. GAME STOPCommercial Interiors); and (iv) limited-time, limited-scope, or pilot retail strategies in

which Company may participate from time to time.

“Indemnified Party” has the meaning set forth in Section 16.3(a).

“Indemnifying Party” has the meaning set forth in Section 16.3(a).

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“Independent Appraiser” means a nationally recognized investment banking firm, valuation firm or firm of

independent certified public accountants of recognized standing that is experienced in the business of appraising

credit card businesses or receivables, and that is not an Affiliate of Company or Bank, as applicable, and that is not

either party’s principal auditor.

“Initial Term” has the meaning set forth in Section 14.1.

“Inserts” has the meaning set forth in Section 5.3(a).

“In-Store Payment” means any payment on an Account made in a Store by a Cardholder or a person acting

on behalf of a Cardholder.

“Intellectual Property” means, on a worldwide basis, other than with respect to Company Licensed Marks,

Bank Licensed Marks, Cardholder Data and Company Guest Data, any and all: (i) rights associated with works of

authorship, including copyrights, moral rights and mask-works; (ii) trademarks and service marks and the goodwill

associated therewith; (iii) trade secret rights; (iv) patents, designs, algorithms and other

industrial property rights;

(v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by

operation of law, contract, license or otherwise; and (vi) applications, registrations, renewals, extensions,

continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“Interim Servicing Period” means the Company Interim Servicing Period or the Bank Interim Servicing

Period, as applicable.

“Joint IP” has the meaning set forth in Section 9.3(c).

“Key Employees” has the meaning set forth in Section 2.7.

“Key Program Management Resources” has the meaning set forth in Section 3.2(b).

“Knowledge” means, with respect to either Company or Bank, the actual knowledge of (i) such party’s

Program Executive, (ii) the General Counsel or Chief Financial Officer of any entity comprising such party, (iii) in

the case of Company, the General Counsel of Company’s Financial and Retail Services division and (iv) in the case

of Bank, the General Counsel of Bank Guarantor, in each case after due inquiry.

“Launch Plan” has the meaning set forth in Section 2.1(b).

“LIBOR” means the rate for deposits in United States dollars for a one-month period which appears on

Reuters Screen LIBOR01 Page or on such comparable system as is customarily used to quote LIBOR as of

11:00 a.m., London time.

“Losses” has the meaning set forth in Section 16.1.

“Licensee(s)” means any Person(s) authorized by Company or any of its Affiliates to operate in and sell

Goods and/or Services from Company Channels or under the Company Licensed Marks.

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“LOC” has the meaning set forth in Section 13.4(b).

“MasterCard” means MasterCard Incorporated and its Affiliates, successors and assigns.

“Network” means Visa, MasterCard, American Express, Discover, and their respective payment systems,

or any other mutually agreed upon payment system and payment system operator, as determined in accordance with

Section 2.8, supporting the authorization, clearing and settlement of transactions in which Co-Branded Cards are

tendered in payment.

“Network Fees” means any membership, transaction or other fees, assessments or charges that at any time

are imposed by the Network on Bank as issuer of the Credit Cards.

“Network Rules” means the bylaws, procedures, rules and regulations of the Network, as applicable to the

Program.

“Network Transaction” means a purchase, return, cash advance, or other form of transaction using a Co-

Branded Account other than in a Company Channel.

“New Account Terms” has the meaning set forth in Section 2.3(a).

“Nominated Purchaser” has the meaning set forth in Section 15.2(a).

“Non-Personally Identifiable Information” means Information that does not identify a consumer, such as
aggregate information or blind data that does not contain personal identifiers such as account numbers, names, or
addresses.

“OCC” means the Office of the Comptroller of the Currency.

“Opt-Out Party” has the meaning set forth in Section 9.3(e)(ii).

“Other Party” has the meaning set forth in Section 4.15(c).

“Payment Card Industry Data Security Standards” means the Payment Card Industry Data Security
Standards maintained by the PCI Security Standards Council, LLC, or any successor organization or entity.

“Payment Channel” has the meaning set forth in Section 4.8(b).

“Person” means and includes any individual, partnership, joint venture, corporation, company, bank, trust,
unincorporated organization, or any Governmental Authority.

“Previously Disclosed” means, with respect to Company or Bank, information set forth in a Disclosure
Schedule, whether in response to an express informational requirement or as an exception to one or more
representations or covenants.

“Private Label Account” means an open-end consumer credit account subject to the Program that settles
directly between Company and Bank and may be used only in Company Channels.

“Private Label Credit Card” means a consumer credit card that bears a Company Licensed Mark and may be used to access a Private Label Account.

“Program” means the consumer credit card program established by Company and Bank and made available to Cardholders as provided herein, including the origination of new Accounts by Bank, the extension of credit on Accounts by Bank, all Cardholder Service and Account management activities (including billings and collections), accounting between the parties, and all other aspects of the customized credit plan specified herein and in Credit Card Agreements.

“Program Assets” means the Accounts (including Accounts written off and not sold prior to the Termination Date), Account Documentation, Cardholder List, Cardholder Data, all Cardholder Indebtedness, and all rights, claims, credits, causes of action and rights of set-off against third parties to the extent relating solely to the Accounts (in each case, whether held by Bank, Company or a third party, but excluding any rights under agreements not being assigned to Company or its Nominated Purchaser).

“Program Executives” means Company Executive and Bank Executive.

“Program Manager” has the meaning set forth in Section 3.2(a).

“Program Materials” has the meaning set forth in Section 4.4(a).

“Program Privacy Notice” means the disclosure to be provided by Bank to Cardholders of Bank’s privacy

policies and practices in connection with the Program, as required by Section 503 of the Gramm-Leach-Bliley Act

and other provisions of Applicable Law, the initial form of which is attached hereto as Schedule 6.2(b) hereto.

“Program Purchase Date” has the meaning set forth in Section 15.2(c).

“Program Specific Change” has the meaning set forth in Section 8.3(d).

“Program Website” has the meaning set forth in Section 4.10.

“Purchase Agreement” has the meaning set forth in the recitals.

“Purchase Notice” has the meaning set forth in Section 15.2(b).

“Purchase Option” has the meaning set forth in Section 15.2(a).

“Purchased Accounts” means the Private Label Accounts and Co-Branded Accounts existing as of the

Closing Date and purchased by Bank pursuant to the Purchase Agreement.

“Purchased Account Terms” has the meaning set forth in Section 2.3(b).

“Receiving Party” has the meaning set forth in Section 11.1(d).

“Reference Year” has the meaning set forth in Section 8.3(d).

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Commission.

“Regulatory Service Level Standards” means the Service Level Standards identified in Section C of Schedule 4.13(a).

“Relevant Laws” has the meaning set forth in Section 4.17.

“Renewal Term” has the meaning set forth in Section 14.1.

“Requesting Party” has the meaning set forth in Section 4.15(c).

“Reserve Account” has the meaning set forth in Section 13.4(b).

“Restricted Party” has the meaning set forth in Section 2.7.

“Risk Management Policies” has the meaning set forth in Section 4.5(b).

“Risk Manager” has the meaning set forth in Section 4.5(a).

“Second Look Program” has the meaning set forth in Section 2.5(f).

“Sellers” has the meaning set forth in the recitals.

“Sensitive Data” means personal information regarding Cardholders, customers, employees and other

natural persons; source code or other proprietary technical data (or data or information describing such technical

data or a party’s proprietary systems); data identified pursuant to Applicable Law as requiring control procedures;

and other similarly sensitive data which commercially reasonable security procedures would dictate require special

handling and control procedures. For the avoidance of doubt, Sensitive Data includes Cardholder Data and

Company Guest Data.

“Service Level Failure” has the meaning set forth in Schedule 4.13(a).

“Service Level Standards” has the meaning set forth in Section 4.13(a).

“Service Level Transfer Event” has the meaning set forth in Schedule 4.13(a).

“Silos” has the meaning set forth in Section 17.4.

“SLA Control Period” has the meaning set forth in Schedule 4.13(a).

“Solicitation Materials” means documentation, materials, artwork, copy, brochures or other written or

recorded materials, in any format or media (including television and radio), used to promote or identify the Program

to Cardholders and potential Cardholders, including direct mail solicitation materials and coupons.

“Store” means a physical location branded with a Company Licensed Mark.

“Term” means the Initial Term and any Renewal Term.

“Termination Date” means (a) if Company exercises its Purchase Option, the later of (i) the date of

expiration of the Term pursuant to Section 14.1 (or the effective date contained in any notice of termination pursuant

to Section 14.2 or Section 14.3, if applicable), and (ii) the Program Purchase Date, or (b) if Company does not

exercise its Purchase Option, the later of (i) the date of expiration of the Term pursuant to Section 14.1 (or the

effective date contained in any notice of termination pursuant to Section 14.2 or Section 14.3, if applicable) and

(ii) the date that Company delivers written notice to Bank of its election not to exercise its Purchase Option (or the

date that the Purchase Option expires in accordance with the terms of this Agreement without having been

exercised, if applicable).

“Trademark Style Guide” means any rules governing the manner of usage of trademarks,

tradenames,

service marks, logos and other proprietary designations.

“Transaction” means any Company Transaction or Network Transaction.

“Trigger Event” has the meaning set forth in Section 13.4(b).

“UCC” means the Uniform Commercial Code, as in effect from time to time in the State of New York or

any other applicable jurisdiction.

“United States” means the fifty states of the United States, the District of Columbia, the Commonwealth of

Puerto Rico, and any territory or possession of the United States or any political subdivision thereof.

“Value Proposition” means the primary Company loyalty, promotional or reward program offered to

Cardholders in respect of Company Transactions, which as of the Effective Date consists of the provision to

Cardholders of a five percent (5%) discount on Company Transactions; provided that the Value Proposition shall be

deemed not to include any ancillary benefits Company may offer to Cardholders or Company Guests in addition to

such primary benefit associated with such loyalty, promotional or reward program, such as the availability of free

shipping on Target.com, the donation of funds to schools designated by Cardholders (known as “Take Charge of

Education”), or the ability of Cardholders to earn shopping discounts based on purchases of prescriptions (known as

“Pharmacy Rewards”).

“VIE” has the meaning set forth in Section 17.4.

“Visa” means Visa Inc. and its Affiliates, successors and assigns.

“Written-Off Account” has the meaning set forth in the Purchase Agreement.

Section 1.2. Interpretation.

As used herein,

(a) all references to a plural form shall include the singular form (and vice versa),

(b) unless otherwise specified, all references to days, months or years shall be deemed to be preceded

by the word “calendar,”

(c) all references to “herein,” “hereunder,” “hereinabove” or like words shall refer to this Agreement

as a whole and not to any particular section, subsection or clause contained in this Agreement,

(d) all references to “include,” “includes” or “including” shall be deemed to be followed by the words

“without limitation,” and

(e) all references to Applicable Laws, Network Rules or agreements shall mean such Applicable Laws, Network Rules or agreements as amended and in effect.

ARTICLE II

ESTABLISHMENT OF THE PROGRAM

Section 2.1. General; Launch Plan.

(a) Pursuant to the terms and conditions of this Agreement, Company and Bank shall establish and

participate in the Program.

(b) Schedule 2.1(b) sets forth an outline of categories of tasks, responsibilities and milestones necessary to complete the launch of the Program. The parties shall cooperate in good faith and use their respective commercially reasonable efforts to formulate a more detailed and mutually agreeable description of such tasks, responsibilities and milestones, together with the timelines for completing such tasks, responsibilities and milestones, as shall be advisable to ensure that such launch may be completed on a timely basis and without undue disruption of the parties' respective operations. Schedule 2.1(b), as modified by mutual agreement as described above, is referred to herein as the "Launch Plan". With respect to those tasks that a party must complete or as to which a party must provide assistance in order for the Closing Date to occur, each party shall use its commercially reasonable efforts to complete such tasks or render such assistance within the timeframes established in the Launch Plan.

(c) From the Effective Date until the Closing Date, all information regarding Company's existing co-branded and private label credit card program, including information regarding cardholders thereunder, shall be considered Confidential Information of Company. Bank, its Affiliates, and their respective employees and representatives may use and disclose such cardholder information prior to the Closing Date only

in the ordinary

course of business in connection with Bank’s purchase of the Purchased Accounts and Existing Receivables, subject

to all requirements of Applicable Law.

(d) From the Effective Date until the Closing Date, only the following provisions of this Agreement shall be effective, and only to the extent provided therein (or to the extent such applicability is reasonably apparent

from the context of such Section, as applicable): ARTICLE I, Section 2.1, Section 2.5, Section 2.7, Section 3.2,

Section 3.3, Section 3.4, Section 3.5, Section 3.6, Section 3.7, Section 4.4(a), Section 4.5, Section 4.9, Section

4.15(b), Section 4.16, Section 4.19, Section 6.4, ARTICLE IX, ARTICLE X, ARTICLE XI, ARTICLE XIII, ARTICLE XIV, Section 15.1(a) and ARTICLE XVII (excluding Section 17.1 and Section 17.2). Without limitation by the foregoing, to the extent the parties’ respective rights or obligations under the foregoing provisions

derive from Company’s capacity as servicer or from Bank’s capacity as

owner, issuer and creditor with respect to the Accounts and the Cardholder Indebtedness, such rights and obligations

shall become effective as of the Closing Date. For the avoidance of doubt, the parties acknowledge that Company’s

Affiliate, GAME STOPNational Bank, shall have and be entitled to exercise its rights and obligations under Applicable

Law as owner, issuer and creditor with respect to the Accounts and the Cardholder Indebtedness prior to the Closing

Date.

Section 2.2. Credit Program.

(a) Beginning as of the Closing Date, Bank shall originate new Private Label Accounts and issue new

Private Label Credit Cards to Applicants that qualify for approval under the Risk Management Policies, and shall

extend credit to such new Cardholders subject to the Risk Management Policies and otherwise in accordance with

this Agreement. Bank shall not originate new Co-Branded Accounts, except as mutually agreed upon by the parties.

(b) Subject to the Risk Management Policies, Bank shall continue to extend credit to existing

Cardholders (and shall continue to offer existing credit lines at a minimum, subject to the Risk Management

Policies), through the same type of Credit Card held by the existing Cardholder on the Closing Date (i.e., Co-

Branded Credit Card Cardholders will continue to have a Co-Branded Credit Card and Private Label Credit Card

Cardholders will continue to have a Private Label Credit Card). Bank shall not convert Private Label Credit Cards

to Co-Branded Credit Cards or Co-Branded Credit Cards to Private Label Credit Cards, except as mutually agreed

upon by the parties.

(c) In accordance with the Risk Management Policies, Bank shall have the right, power and privilege

to review periodically the creditworthiness of Cardholders to determine the credit limits to be made available to

individual Cardholders and whether or not to suspend or terminate credit privileges of any Cardholder.

Section 2.3. Account Terms.

(a) Beginning as of the Closing Date, or such later date as shall be agreed by the parties, the terms and

conditions for new Accounts ("New Account Terms") shall be those specified in Schedule 2.3(a).

(b) Following the Closing Date, the terms and conditions for Purchased Accounts ("Purchased Account Terms") shall continue unchanged from the terms and conditions applicable to such Purchased Accounts

prior to the Closing Date except as set forth in Schedule 2.3(b).

(c) Either party may propose changes to the Account Terms, and any changes in the Account Terms

shall be implemented to the extent mutually agreed or otherwise to the extent provided in accordance with the

procedures set forth in Section 3.4 and Section 3.5.

Section 2.4. Change of Ownership; Reissuance of Credit Cards.

(a) Change of Ownership. Unless Bank informs Company that a different procedure with respect to

notification of change of ownership of Accounts is required by Applicable Law (in which case Company shall

effectuate such other procedure), Company, as servicer for Bank,

shall prepare and send via Inserts, Billing Statement messages, mail and/or e-mail (in cases where Cardholders have
opted to receive e-mail notifications and such method of notification is permissible under Applicable Law), a change
in ownership notice (i) within three (3) months following the Closing Date to any Purchased Account that has been
an Active Account within the twelve (12) months prior to the Closing Date, and (ii) within two (2) Billing Cycles
following renewed activity on any other Purchased Account that becomes an Active Account after the Closing
Date. The terms and conditions of the Account and/or any amendments thereto shall be included as part of such
notices as determined by Bank to be required by Applicable Law. The form, scope and content of any notifications
pursuant to this Section 2.4 and the form and content of any terms and conditions or any amendments thereto shall
be as mutually agreed, or to the extent not mutually agreed, as determined in accordance with Section 3.4 and
Section 3.5. The incremental out-of-pocket costs of any such notices over and above the costs of routine servicing
shall be Bank’s sole expense.

(b) Reissuance of Credit Cards. Unless Bank informs Company that a different procedure with respect to Credit Card reissuance is required by Applicable Law or Network Rules (in which case Company shall
effectuate such other procedure), the change of ownership shall be reflected on Co-Branded

Credit Cards upon

reissuance at expiration of such Co-Branded Credit Cards. Company shall have no obligation to reissue any Private

Label Credit Cards or unexpired Co-Branded Credit Cards to reflect the change of ownership unless (i) Bank

determines that Applicable Law or Network Rules require the reissuance of some or all such Credit Cards or (ii) the

parties mutually determine that Program strategy or Cardholder confusion necessitates the reissuance of some or all

such Credit Cards; provided, however, that in either case, the parties shall mutually agree on a commercially

reasonable schedule for reissuing such Credit Cards. Any such reissuance of Credit Cards in replacement of Co-

Branded Credit Cards that were outstanding at the Effective Date, other than any such reissuance at the time of

expiration of such outstanding Co-Branded Credit Cards, and any reissuance of Private Label Cards required by

Bank pursuant to clause (i) shall be at Bank’s sole expense; provided, however, that any incremental out-of-pocket

costs of such Credit Cards caused by any redesign of such Credit Cards by Company as compared with Credit Cards

issued prior to the Effective Date shall be borne by Company.

Section 2.5. Exclusivity.

(a) General. Except as otherwise provided in this Section 2.5, from the Effective Date through the Termination Date, Company, on behalf of itself and its Affiliates, agrees that Company and its Affiliates will not

issue or market the issuance of, or enter into or be a party to an agreement or arrangement, other than this

Agreement, with any bank or other credit provider to issue or market the issuance of, a consumer credit payment

product (whether card- or non-card-based) in the United States, including a consumer private label or consumer co-

branded credit card, consumer credit or charge card, or closed-end consumer credit product, bearing a Company

Licensed Mark or other mark using the Company name; provided, however, that Company may enter into such an

agreement or arrangement no earlier than (i) 20 days prior to the expiration of the Term, if a notice of non-renewal has

been sent by one party to the other party, or (ii) the delivery of a notice of termination by either party, as long as no

accounts are issued under a new program, no solicitations under a new program are made until after the Termination

Date and no other communications shall be sent to Cardholders in connection with such new program prior to the

Termination Date except as expressly contemplated by Section 15.2(n).

(b) Acceptance of Payment Products. This Agreement does not restrict in any way Company’s rights

to accept or (other than the Credit Cards, which Company agrees shall be accepted in accordance

with the provisions

of this Agreement) decline to accept any form of payment in any Company Channel.

(c) Promotion of Consumer Credit Payment Products. This Agreement does not restrict in any way Company's rights to participate from time to time in promotions for consumer credit payment products issued by

persons that are not Affiliates of Company and that do not bear a Company Licensed Mark or other mark using the

Company name, provided that such promotions are periodic rather than ongoing and that such promotions are of the

type customarily participated in by Company's competitors. For the avoidance of doubt, without limiting the

foregoing, (i) Company may participate in the offering of gift or prepaid cards that bear Company Licensed Marks

or other marks using the Company name as incentives or redemption options in loyalty or rewards programs in

connection with consumer credit payment products of third parties, and (ii) Company may permit customers to

access online forums, as long as such services do not bear a Company Licensed Mark or other mark using the Company

name.

(d) International Consumer Credit Payment Products. This Agreement does not restrict in any way Company's rights with respect to any consumer credit payment product, whether or not bearing a Company

Licensed Mark or other mark using the Company name, in any country, territory or jurisdiction outside of the United

States, and does not restrict incidental issuance of consumer credit payment products, including

consumer private

label or consumer co-branded credit cards or charge cards that bear a Company Licensed Mark or other mark using

the Company name, to cardholders in the United States as part of a program intended for use outside the United

States, provided that applications for such products shall not be solicited in Stores in the United States.

(e) Other Payment Products. This Agreement does not restrict in any way Company's rights with

respect to issuance or promotion of (i) any payment products other than as set forth in Section 2.5(a) and Section

2.5(g), including: commercial credit cards; cards issued to Company employees for travel and entertainment,

purchasing or other corporate expenditures; co-branded or private label business credit or charge cards; debit cards

(including delayed debit cards such as the existing Company debit card); co-branded, private label or third-party

gift, prepaid or stored value cards (including pre-paid phone or payroll cards); or deferred payment or layaway

programs; (ii) mobile, internet only or other non-card based forms of such payment products, provided such

payment products do not involve consumer credit, other than deferred payment or layaway programs; or (iii)

products and services offered by GAME STOPCredit Union (or any successor credit union); in any case whether or not

such cards, products or services bear a Company Licensed Mark or other mark using the Company name.

(f) Second Look Credit Card Program. Notwithstanding Section 2.5(a), Company shall have the right

at any time during the Term, at its sole expense, to establish a program offered by Company directly or through one

or more third parties, for issuing credit cards, including co-branded or private label credit cards using the Company

Licensed Marks or other

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

mark using the Company name, to Company Guests whose Credit Card Applications are declined pursuant to the

Risk Management Policies and/or whose Accounts are being closed by Bank in accordance with the Risk

Management Policies ("Second Look Program"). Without limiting Company's confidentiality obligations pursuant

to this Agreement, at Company's reasonable discretion, to the extent permitted by Applicable Law, the Second Look

Program may be similar or identical to the Program in its terms, features, positioning and appearance. Company

will use its commercially reasonable efforts and take actions reasonably requested by Bank to ensure that such

Second Look Program will not cause consumer confusion as to which financial institution is underwriting and

providing lending for the Second Look Program. To the extent permitted by Applicable Law, Bank

shall, at
Company’s expense, take the following actions in relation to the Second Look Program: (i) with prior notice to the
Applicant, passing Credit Card Application data for Applicants that have been or would be declined by Bank to the
Second Look Program provider (and amending the Credit Card Application and/or Program Privacy Notice as
required by Applicable Law to enable such use of Applicant data), (ii) allowing the Second Look Program provider
to use, on a real-time basis and to the extent permitted by Applicable Law, information collected by Company or
Bank in connection with Applicants that have been or would be declined by Bank and Accounts that would be
closed, (iii) collaborating with Company and the Second Look Program provider to offer combined Account
Documentation (e.g., Credit Card Applications and Credit Card Agreements), and (iv) facilitating the seamless
coordination of any Second Look Program and the Program.

(g) Retail Portfolio Acquisition. Notwithstanding Section 2.5(a), Bank’s sole rights with respect to credit card portfolios acquired by Company or its Affiliates are set forth in Section 12.1.

Section 2.6. Mobile Technology.

(a) Subject to Section 3.4 and Section 3.5, in the event Company shall determine it would be beneficial for the Credit Cards to participate in one or more mobile payments initiatives used in Company Channels,
whether operated by Bank, Company or third parties, Bank shall use commercially reasonable efforts to facilitate the

participation of the Credit Cards in such mobile payments initiatives.

(b) Subject to Section 3.4 and Section 3.5, Company and Bank shall mutually determine whether and

on what terms (including with respect to costs and expenses) the Co-Branded Credit Cards shall participate in one or

more mobile payments initiatives, whether operated by Bank, Company or third parties, when used outside of

Company Channels. Any proposal by a party to have the Co-Branded Credit Cards participate in a mobile payments

initiative shall be considered by the other party in good faith and such party's consent shall not be unreasonably

conditioned, withheld or delayed. Notwithstanding the foregoing, the parties acknowledge that Cardholders may be

able to elect to have their Credit Cards participate in a mobile payments initiative without Company's or Bank's

consent.

(c) Subject to the foregoing provisions of this Section 2.6, nothing in this Agreement shall require or

restrict the participation of Company Channels in any mobile payments initiative, which shall be in Company's sole

discretion.

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

Section 2.7. Non-Solicitation.

During the period from the Effective Date through the Termination Date and for a period of 13 months thereafter,

the officers and employees of each party who are involved in the Program (each a “Restricted Party”) shall not

directly or indirectly solicit, induce, recruit or encourage any of the employees of the other party or its Affiliates

with whom the Restricted Party shall have had substantive contact through his or her involvement in the Program

(such employees, “Key Employees”), to leave their employment, or attempt to solicit, induce, recruit, encourage or

hire Key Employees, for the Restricted Party; provided, however, that such restrictions shall not apply to any

solicitation, inducement, recruitment or encouragement of any Key Employee (a) who contacts the Restricted Party

in response to a bona fide public advertisement for employment placed by the Restricted Party or its retained

placement, referral or recruiting service and not specifically targeted at employees of the other party, (b) whose

employment has terminated, subject to applicable restrictions set out in the termination arrangement of such person,

(c) who contacts the Restricted Party through referrals made by a placement service which was not directed by the

Restricted Party to specifically GAME STOPemployees of the other party, (d) who has had direct and substantive contact

with the Restricted Party regarding possible employment opportunities prior to the date hereof, or (e) who contacts

the Restricted Party in connection with potential employment without any direct solicitation by such Restricted
Party.

Section 2.8. Networks.

(a) As of and following the Closing Date, Bank shall be a member of and shall at its sole expense have
and retain all applicable licenses and authorities to issue Visa-branded Co-Branded Credit Cards for so long as Visa
remains the Network pursuant to this Agreement. Thereafter, as promptly as reasonably practicable following the
date, if any, that it is determined pursuant to this Section 2.8 that the Network will be changed to MasterCard, if
Bank is not then a member of MasterCard, Bank shall at its sole expense become a member of MasterCard, and
thereafter shall at its sole expense (subject to the reimbursement obligation of Company set forth in clause (iii)
below), have and retain all applicable licenses and authorities to issue MasterCard-branded Co-Branded Credit
Cards for so long as MasterCard remains the Network pursuant to this Agreement. Subject to Section 3.4,
Section 3.5 and prior consultation with Bank, Company shall have the right to propose to change the Network in
which some or all of the Co-Branded Credit Cards participate; provided, however, that (i) whether or not such
change is made shall be determined by mutual agreement or, absent such mutual agreement, pursuant to the

provisions of Section 3.4 and Section 3.5; (ii) Company shall only be permitted to select a Network as a Company

Matter to the extent Bank is already a member of such Network prior to the time of such selection or is required to

become a member of such Network pursuant to this Section 2.8(a); (iii) Company shall reimburse Bank for any

ongoing incremental increase in net fees (after giving effect to any discounts on such fees received by Bank)

incurred by Bank as a direct result of issuing the Co-Branded Credit Cards through the new Network as compared to

the former Network, upon delivery of a certification from the Chief Financial Officer of Bank to Company setting

forth the amount of such incremental fees; and (iv) as a Company Matter prior to the Termination Date. Any

costs of Company or Bank (including reasonable internal direct costs (including personnel costs)) associated with

converting the Co-Branded Accounts pursuant to a Network change undertaken as a Company Matter shall be the

sole responsibility of Company. For the avoidance of doubt, Bank shall bear its own costs of becoming a member of

the Network, of retaining applicable licenses and authorities, of Bank becoming compliant with Network Rules, and

of making such changes to Bank's systems and operations as may be required to issue credit cards and process

transactions in the new Network, subject to the reimbursement obligation of Company set forth in clause (iii) above.

(b) The parties hereby acknowledge and agree that Bank shall be solely responsible for all Network

Fees with respect to the Program.

(c) Except to the extent of a change in the applicable Network, Bank shall maintain and use

exclusively for the Program the Visa bank identification number ("BIN") that is in effect and used for the Co-

Branded Accounts on the Closing Date. To the extent of any change in the Network in which some or all of the Co-

Branded Credit Cards participate, Bank shall establish a single BIN (or its equivalent) to be maintained and used

exclusively for the Co-Branded Cards issued pursuant to the Program that bear the proprietary designations of such

Network.

ARTICLE III

PROGRAM MANAGEMENT

Section 3.1. Program Objectives.

In performing its responsibilities with respect to the management and administration of the Program, each

party shall be guided by the following Program objectives:

(a) To enhance the retail and credit experience of Company Guests;

(b) To increase retail sales of Company;

(c) To maximize Program profitability and economic returns to both parties while optimizing

product

value and minimizing operational and funding costs; and

(d) To manage the Program in accordance with safe and sound banking practices.

Section 3.2. Program Managers; Other Program Management Resources.

(a) Company and Bank shall each appoint one Program manager (each, a “Program Manager”). The

Program Managers shall have substantial experience with retailer private label and/or co-branded credit card

programs. The Program Managers shall exercise day-to-day operational oversight of the Program and coordinate

the interactions between Company and Bank. Company and Bank shall endeavor to provide stability and continuity

in the Program Manager positions, but a party shall be entitled to change its Program Manager (with reasonable

prior notice to the other party to the extent practicable). The initial Program Managers for Company and Bank shall

be appointed by the respective parties as of the Effective Date. Unless otherwise set forth in this Agreement, each

party may rely on a consent and/or approval provided under this Agreement by the other party’s Program Manager,

except for a consent and/or approval (i) required by the express terms of this Agreement to be provided by another

individual or (ii) to amend this Agreement.

(b) Bank and Company shall make available to the Program the resources identified on Schedule 3.2(b) (collectively, the “Key Program Management Resources”). Each party shall endeavor to provide stability and continuity in its Key Program Management Resources but shall be entitled to change any members of its Key Program Management Resources. Each party shall notify the other promptly in the event any of its Key Program Management Resources shall cease to act as such. Company shall have the opportunity to interview candidates Bank proposes to serve as Key Program Management Resources, and Company may approve or reject such candidates in Company’s reasonable discretion. Following the approval, Bank shall consider in good faith any issues of concern raised by Company with respect to Key Program Management Resources or other Program management personnel.

(c) The parties shall work in good faith to establish by mutual agreement appropriate protocols not inconsistent with the terms of this Agreement to the extent reasonably necessary to facilitate the management of the Program.

Section 3.3. Program Executives.

(a) On a quarterly basis, the President of Company’s Financial and Retail Services division, or a successor with equivalent authority and scope of responsibility (“Company Executive”), and TD Bank Group’s

Executive Vice President of North American Cards and Merchant Services, or a successor with equivalent authority
and scope of responsibility (“Bank Executive”), shall meet to discuss the strategic direction and performance of the
Program. The Program Executives shall monitor and review Program activities, the financial performance of the
Program, key portfolio performance data, the activities, terms, features and functionality of competitive programs,
the performance of each party’s Program Manager and Key Program Management Resources, and market
trends. Either party may propose changes to the Program, including in connection with maintaining competitiveness
of the Program, to the extent that this Agreement contemplates that such changes may be made from time to time in
accordance with the procedures set forth in Section 3.4 and Section 3.5.

(b) On an annual basis, the Program Executives shall meet for a planning session to review the Program’s business plan for the upcoming year as developed by the Program Managers, discuss Program changes,
establish Program priorities, and identify opportunities to share and implement best practices on behalf of the
Program.

Section 3.4. Program Changes.

Except as otherwise provided herein, either party may from time to time (i) propose changes to the policies
and procedures utilized in the Program, (ii) propose changes to other features of the Program, or (iii) make other

proposals affecting the operation or servicing of the Program, in each case to the extent such proposals are not

inconsistent with the express requirements of this Agreement (the matters referred to in clauses (i), (ii) and (iii)

collectively, the “Program Decision Matters”), in each case in accordance with the procedures set forth in this

Section 3.4; provided, however, that the parties agree as set forth on Schedule 3.4 with respect to prohibited

practices. After a party proposes a Program Decision Matter, the Program Managers shall review, meet and discuss

the proposal. The Program Managers shall consult with the Compliance Managers for proposals involving

compliance issues, the Risk Managers for

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

proposals involving risk-related matters and the Collections Managers for proposals involving collections issues. If

the Program Managers are unable to agree on any proposal that is a Program Decision Matter, they may determine

to continue the Program unchanged or either Program Manager, upon notice to the other, may invoke the dispute

resolution process set forth in Section 3.5. During such dispute resolution process, the Program shall continue

unchanged. Notwithstanding the foregoing, (i) either party may implement a change required by

Applicable Law or
Network Rules as of the effective date of such requirement (or the date such party determines a requirement of
Applicable Law or Network Rules necessitating such change is applicable to the Program or to such party) if such
date is prior to completion of the dispute resolution procedures in this Section 3.4 and Section 3.5. Notwithstanding
the foregoing, but subject to Section 3.5(c)(xvi), Company in its capacity as servicer following the Closing Date: (A)
shall not implement any change as a result of a requirement of Applicable Law or Network Rules applicable to Bank
or the Program unless Bank has agreed in writing or the implementation or non-implementation of such change has
been determined in accordance with the dispute resolution process set forth in Section 3.5, and (B) shall follow the
directions of Bank with respect to the implementation of changes or other measures that Bank is entitled to
implement (including as a Bank Matter), including changes to Program or servicing processes or procedures, in
accordance with the terms of this Agreement.

Section 3.5. Program Decisionmaking; Dispute Resolution.

(a) In the event of (i) any Program Decision Matter submitted by a party pursuant to Section 3.4 for
resolution pursuant to this Section 3.5, or (ii) any disagreement, controversy or claim between the parties directly or
indirectly arising out of or relating to this Agreement (any such disagreement, controversy or

claim, a “Dispute”)
which the Program Managers and other appropriate personnel of each party have been unable to resolve after good
faith efforts, the Program Managers shall refer such Program Decision Matter or Dispute to the Program
Executives. The Program Executives shall promptly meet to review and discuss such Program Decision Matter or
Dispute and shall use commercially reasonable efforts to resolve (i) Program Decision Matters or Disputes involving
compliance with Applicable Law, the Network Rules, the Compliance Practices, Risk Management Policies or risk-
related matters within fifteen (15) days after receiving notice of such escalation, and (ii) any other Program Decision
Matter or Dispute within thirty (30) days after receiving notice of such escalation.
(b) In the event the Program Executives are unable to resolve a Program Decision Matter within the
time frames set forth in Section 3.5(a), then, (i) if the matter is a Company Matter or a Bank Matter, such Program
Decision Matter shall be resolved as set forth in Section 3.5(c) or Section 3.5(d) at the end of such period, and (ii) if
the matter is not a Company Matter or a Bank Matter, such Program Decision Matter shall remain open and the
then-current practice shall continue until the parties mutually agree otherwise; provided, however, that (x) for any
Program Decision Matter involving Network Rules that is not resolved within the time frames set forth in Section

3.5(a), the parties shall first work together in good faith to obtain resolution with the Network, including seeking a

waiver or a delayed implementation date, before resolving the Program Decision Matter as a Company Matter, Bank

Matter or neither; and (y) for any Program Decision Matter involving Applicable Law that is not resolved within the

time frames set forth in Section 3.5(a), Bank shall consider in good faith such positions, arguments or appeals as

may have been suggested by Company for presentation to the applicable Governmental Authority

administering such Applicable Law (including proposals to seek a waiver or a delayed implementation date), and, if

Bank concludes in its sole good faith discretion that presenting one or more of such positions, arguments or appeals

(or such additional or other positions, arguments or appeals as Bank may deem advisable) would not adversely

affect Bank’s business objectives or regulatory relationships (both in connection with and unrelated to the Program),

Bank shall first work in good faith to obtain resolution with the applicable Governmental Authority before resolving

the Program Decision Matter as a Company Matter, Bank Matter or neither. For the avoidance of doubt, any

Dispute arising out of or relating to this Agreement regarding any matter other than a Program Decision Matter,

including any Dispute regarding the interpretation of any provision of this Agreement with respect to the

performance by either party hereunder, shall not be subject to the provisions of Section 3.5(c) or (d), and nothing

herein shall preclude a party from asserting its rights in respect of such Dispute.

(c) Company shall have ultimate decision making authority with respect to unresolved Program Decision Matters with respect to the following matters ("Company Matters"), in each case subject to prior review

through the processes set forth in this Section 3.5 and to Bank's rights as set forth in Section 3.5(d) with respect to

compliance with Applicable Law or Network Rules following the Closing Date. With respect to changes to be

implemented as a Company Matter, Company shall act reasonably and in good faith.

(i) Subject to Section 4.4(a), (A) the design and format of Program Materials (except to the

extent such format is dictated by Applicable Law) and (B) the content of Program Materials, except to the extent

such content (1) is governed by Applicable Law applicable to Bank, the Accounts or Cardholder Indebtedness or the

Program or by Network Rules or (2) constitutes or describes legal or contractual content of the Accounts, Account

Documentation or Enhancement Products or legal disclosures associated therewith;

(ii) Collateral aesthetics and branding;

(iii) Subject to Article VII, access to or use of any Company Channels, and any activity

conducted in Stores;

(iv) Program integration, management interfaces and processes within Company Channels;

(v) Subject to Section 2.6(a), mobile strategies in Company Channels;

(vi) Use of Company Licensed Marks;

(vii) Subject to ARTICLE V, marketing plans and marketing channels for the Program;

(viii) Changes to the Value Proposition;

(ix) Subject to Section 2.8, Network selection and Network marketing support;

(x) Company capital expenditures (provided that this right shall not relieve Company from its obligation to make such expenditures as may be necessary to comply with its

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

obligations under this Agreement or with the requirements of Applicable Law and Network Rules);

(xi) Any modifications or amendments to the Program that would require a systems change by Company, unless (A) both (1) Bank has elected to pay the cost of such systems change in accordance with

Section 4.19 and (2) such systems change does not materially alter Company’s core POS or other non-Program

related systems, or (B) such systems change is required to comply with Company’s obligations under this

Agreement or with the requirements of Applicable Law and Network Rules;

(xii) New credit card products proposed by Bank to be offered under the Program, provided that the economic terms and compensation arrangements related to such products are mutually agreed upon by the

parties;

(xiii) Subject to ARTICLE V, cross-marketing to Cardholders;

(xiv) Communications with Cardholders, subject to Section 4.4, Section 5.3, and Bank's right to ensure that such communications comply with Applicable Law and Network Rules;

(xv) Changes to Cardholder Service staffing and practices, subject to Section 4.1(b) and Section 4.12(b), and Cardholder Service locations, subject to Section 4.13(b);

(xvi) Changes to the Collections Policies solely to the extent Company shall have determined in good faith, based on the good faith determination of Company's counsel, that (A) such changes are required in order for Company to comply with Applicable Law as applicable to Company in its capacity as servicer and (B) such changes will not conflict with requirements of Applicable Law applicable to Bank;

(xvii) Changes to collections locations, subject to Section 4.13(b), and collections staffing, subject to Section 4.1(b);

(xviii) Subject to Section 3.2, Section 3.3 and Section 4.1(b), Company personnel supporting the Program;

(xix) Subject to Section 4.10, the Program Website, other than the legal and contractual content of Account Documentation contained therein (which shall be reviewed and approved by Bank as provided herein).

(d) Bank shall have ultimate decision making authority with respect to (i) unresolved Program Decision Matters with respect to compliance with Applicable Law or Network Rules following the Closing Date, and (ii) the matters identified in this Section 3.5(d) (collectively, "Bank Matters"), in each case subject to prior review through the processes set forth in this Section 3.5. With respect to changes to be implemented as a Bank Matter, Bank shall act reasonably and in good faith, and any such changes shall be implemented

by Bank reasonably

consistently across Comparable Credit Card Segments. Furthermore, with respect to any changes to be implemented

for compliance with Applicable Law or Network Rules following the Closing Date, Bank shall consider alternative

methods for achieving compliance, including those

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proposed by Company, and, to the extent such an alternative method would not impose greater costs (other than

costs paid by Company) or other significant obligations on Bank or would not otherwise adversely affect Bank, shall

endeavor to select the method that is least burdensome to Company and involves the least impact to Company

systems, in-Store processes and Company Guests.

(i) (A) Subject to Section 2.3 and Section 4.4(a), changes to the New Account Terms or the

Purchased Account Terms, in each case to the extent required, based on the good faith determination of Bank's

counsel, to comply with Applicable Law or Network Rules following the Closing Date; (B) the format of Program

Materials to be used following the Closing Date to the extent Bank determines in good faith such format is dictated

by Applicable Law or Network Rules; and (C) the content of Program Materials, subject to subsection (A) above

with respect to Account Terms, and other than content that may be determined as a Company Matter pursuant to

Section 3.5(c)(i);

(ii) Subject to Section 4.5, changes to the Risk Management Policies following the Closing Date;

(iii) Subject to Section 4.6, changes to the Compliance Practices (including monitoring and controls to the extent necessary to prove adherence to the Compliance Practices) to the extent either (A) required,

based on the good faith determination of Bank's counsel, to comply with Applicable Law following the Closing

Date or (B) determined by Bank in good faith to be more appropriate or more advisable compliance procedures and

practices in relation to requirements of Applicable Law or legal and regulatory developments following the Closing

Date, provided that procedures or practices implemented as a Bank Matter pursuant to this subsection (B) shall have

been adopted by Bank and its U.S. Affiliates with respect to its similarly affected credit card portfolios;

(iv) Subject to Section 3.5(c)(xvi) and Section 4.9, changes to the Collections Policies

following the Closing Date;

(v) Use of the Bank Licensed Marks;

(vi) Changes to the Program that would require a systems change by Bank (excluding changes

to Company's core account processor or Network or, except to the extent required by Applicable Law or Network

Rules following the Closing Date, changes relating to Company's back-office systems or point-of-sale systems or

equipment);

(vii) Bank capital expenditures (provided that this right shall not relieve Bank from its obligation to make such expenditures as may be necessary to comply with its obligations under this Agreement or with the requirements of Applicable Law and Network Rules following the Closing Date);

(viii) In accordance with the review process set forth in Section 4.12, changes to Cardholder Service practices (including monitoring and controls to the extent necessary to prove adherence to the aspects of the Cardholder Service practices subject to this clause (viii)), or the rejection of changes to such practices proposed by Company, to the extent required, based on the Confidential portions omitted pursuant to a request for confidential treatment filed separately with the Commission.

good faith determination of Bank's counsel, to comply with Applicable Law or Network Rules following the Closing Date;

(ix) Subject to Section 3.2, Section 3.3 and Section 3.7, Bank personnel supporting the Program; and

(x) Subject to Section 2.8, approval or rejection of any proposal by Company to change the Network for the Program to a Network of which Bank is not a member.

(e) The following matters shall be subject to the mutual agreement of the parties (it being understood that the following list is not exclusive and that any Program Decision Matters that are not Company Matters or Bank

Matters shall be decided as described in Section 3.5(b)):

(i) Participation of Co-Branded Credit Cards in mobile payments initiatives outside of Company Channels;

(ii) The approval, offering, marketing and servicing of any Enhancement Products; and

(iii) Amendments or modifications to the Program Privacy Notice following the Closing Date.

(f) Notwithstanding anything herein, no party shall have a right to impose as a Company Matter or Bank Matter a change that conflicts with an express requirement of this Agreement. Nothing contained in Section 3.4 or in this Section 3.5 imposes a right or obligation on either party to effect any amendment or waiver of this Agreement, and any such amendment or waiver shall be effected only in accordance with Section 17.6. This Section 3.5 shall not affect a party's right to terminate this Agreement pursuant to Section 14.2 or Section 14.3, and neither party shall have an obligation to utilize the dispute resolution procedures set forth in Section 3.5(a) or Section 3.5(b) in connection with a Dispute involving a breach of its representations, warranties or covenants under this Agreement, Company Licensed Marks, Bank Licensed Marks, Company Guest Data, Cardholder Data, Intellectual Property, Confidential Information, or the payment of money. Nothing in this Section 3.5 shall be construed to prevent any party from seeking from a court a temporary restraining order or other temporary or preliminary relief pending final resolution of a Dispute.

Section 3.6. Compliance with Applicable Law and Network Rules.

(a) The parties each shall comply with the policies, procedures and practices formulated in accordance

with this Agreement designed to ensure compliance with Applicable Law and Network Rules with respect to the

Program following the Closing Date (the “Compliance Practices”). Following the Effective Date, Company and

Bank shall work together in good faith to establish a set of Compliance Practices to become effective upon the

Closing Date that will meet each party’s obligations under Applicable Law and Network Rules. The initial

Compliance Practices for the Program shall be agreed upon by the parties prior to the Closing Date or, absent such

agreement, shall be the compliance practices in effect immediately prior to the Effective Date July 26, 2027 and as such

compliance practices may be further modified in accordance with Section 3.4 and Section 3.5, and shall include, as

appropriate, standards for

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ongoing monitoring for compliance with regulatory requirements, monthly and quarterly account level testing, and

regular review and modification of procedures related to the Program in accordance with Section 4.6(b).

(b) Company and Bank shall each comply, and shall cause their respective Affiliates having any involvement in connection with the Program to comply, with Applicable Law and Network Rules in all material
respects relating to the Program and applicable to them, respectively. Subject to Section 3.4 and Section 3.5,
Company shall implement changes to the Program and Program Materials, as notified to Company by Bank in
writing, as required by Applicable Law and Network Rules from and after the Closing Date, or as otherwise required
to be implemented as a Bank Matter pursuant to Section 3.5.
(c) Bank shall be responsible for (i) identifying any changes in Applicable Law and Network Rules that will affect the Program following the Closing Date because they are or will be binding on Bank or because they
are or will be applicable to Company solely as a result of its activities as servicer hereunder and (ii) notifying
Company in writing of such changes in a timely manner.
(d) Company shall provide Bank reasonable access to Company's compliance staff, counsel and books
and records relating to the operation of the Program as requested by Bank in order to permit Bank to address issues
relating to compliance with Applicable Law and Network Rules following the Closing Date, and to obtain
information necessary for Bank's submission of notifications to Governmental Authorities and the Networks as
required by Applicable Law and Network Rules.
(e) Bank shall provide Company reasonable access to Bank's compliance staff and counsel in

order to

address issues relating to compliance with Applicable Law and Network Rules following the Closing Date.

Section 3.7. Firewalls.

(a) Except as otherwise approved by Company in writing, Bank’s Key Program Management Resources shall not provide any services to or support for any co-branded or private label credit program that is or

may be offered by Bank on behalf of or in association with any Competing Retailer during the period when such an

employee is providing services or support to the Program and for a period of 28 months after such an employee stops

providing services or support to the Program.

(b) Bank shall not use any Confidential Information of Company for the benefit of any other payment

product program owned or operated by Bank except as expressly permitted in this Agreement.

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ARTICLE IV

PROGRAM OPERATION

Section 4.1. Certain Responsibilities of Company as Servicer.

(a) In addition to its other obligations set forth elsewhere in this Agreement, the parties agree that,

subject to the terms and conditions of this Agreement, Company shall service the Program, and Company’s

obligation to provide such servicing shall include, without limitation, the following activities, which shall be
performed, in all material respects, as provided in this Agreement and in accordance with Applicable Law and
Network Rules, the Risk Management Policies, Collections Policies, and Compliance Practices, and the Service
Level Standards, and, to the extent not modified by the terms of this Agreement (including the Applicable Law
provisions hereof), such activities shall include all servicing activities provided for the benefit of GAME STOPNational
Bank as of the Effective Date and shall be performed with no less care and diligence than the degree of care and
diligence employed by Company and its Affiliates prior to the Effective Date:

(i) process Credit Card Applications in accordance with the Risk Management Policies;

(ii) provide adverse action notices with respect to declined Credit Card Applications;

(iii) produce and distribute new, replacement and reissued physical Credit Cards;

(iv) process and authorize Transactions;

(v) prepare, process and mail Billing Statements (including any messages to be printed on
Billing Statements), Inserts, the Program Privacy Notice, change in terms notices, and other communications to
Cardholders;

(vi) (A) process and maintain a record of opt-outs pursuant to the Program Privacy Notice, as
well as Cardholder do-not-call, email unsubscribe, and similar requests, in each case to the extent required by
Applicable Law and to any further extent that the parties may mutually agree; (B) make such opt-out and contact

management records available to Bank; and (C) cooperate with Bank in honoring such opt-outs and contact
management requests in a manner compliant with Applicable Law;
(vii) process payments on Accounts and handle collection and recovery efforts with respect to Accounts, including, solely to the extent consented to by Bank, selling Accounts that have been written off, in each
case in accordance with the Collections Policies and the instructions of or approvals by Bank;
(viii) maintain a data processing system for processing Credit Card Applications and servicing Accounts;
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(ix) provide Account management services in accordance with the Risk Management Policies and Collections Policies, including identifying delinquencies, identifying collection efforts required, implementing
collection efforts, and implementing credit-line adjustments, over limit authorizations and Account reactivation,
deactivation or cancellation;
(x) maintain call centers (which Company agrees will not block inbound calls except in order to prevent harassment of Company representatives by an individual Cardholder) and perform Cardholder Service
functions, including telephone, e-mail and online Cardholder Service support and granting and processing
adjustments, waivers and reversals in accordance with the Cardholder Service practices;
(xi) conduct monitoring and testing of all operational functions in accordance with the

Compliance Practices;

(xii) track and resolve Cardholder complaints related to the Program to the extent required by Applicable Law and as provided by the Cardholder Service practices; report to Bank on a regular periodic basis in

accordance with the Compliance Practices regarding material complaints and complaint resolution results; and

provide such information regarding particular complaints as Bank may reasonably request from time to time;

(xiii) conduct employee training for regulatory compliance and ensure completion in

accordance with the Compliance Practices;

(xiv) facilitate an annual risk assessment and ongoing third party oversight by Bank to evaluate effectiveness of Company's compliance program efforts and remediation of any deficiencies;

(xv) process credit balance refunds;

(xvi) perform security functions to reduce fraud in the Program due to lost, stolen or

counterfeit cards and fraudulent applications;

(xvii) implement anti-money laundering and Office of Foreign Assets Control compliance

procedures;

(xviii) in the event of any disaster affecting the geographic location in which any Cardholders reside, take, in consultation with Bank, such actions Company as servicer reasonably deems necessary to

accommodate and assist affected Cardholders, which may include practices such as waiving finance charges and

fees and freezing Accounts;

(xix) undertake required credit bureau reporting;

(xx) maintain a formal third party vendor management program that details selection,

contracting and management procedures for material outsourcing relationships and complies

with Applicable Law,

provide such information to Bank derived from such vendor management program (and such other information as

may be reasonably requested by Bank) as shall permit Bank to assess the performance of Program-related operations

by Company's vendors in furtherance of Bank's vendor oversight obligations relating to the Program in

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accordance with the requirements of Applicable Law, and otherwise provide reasonable assistance to Bank in its

efforts to perform such obligations; in the event that it is determined that (a) any Company vendor is failing to

perform its services as required pursuant to its agreements for the benefit of the Program and such failure to perform

is likely to have a material impact on the Program-related operations being provided by the Company or (b) the

actions or omissions of any Company vendor with respect to the Program are in violation of any requirements of

Applicable Law, then Company shall keep Bank reasonably informed with respect to such matters and shall exercise

its contractual rights (including termination rights with respect to such vendor) as necessary to remediate such

issues;

(xxi) conduct sanction screening on Applicants and Cardholders and, in the event that any Applicant or Cardholder appears on the List of Specially Designated Nationals and Blocked Person maintained by
the U.S. Treasury Department's Office of Foreign Assets Control, immediately notify Bank and cooperate with
Bank in taking appropriate action under Applicable Law;

(xxii) file suspicious activity reports as required by Applicable Law within the time frames required by Applicable Law and notify Bank within twenty-four (24) hours of any failure to file any such suspicious
activity report within the required timeframe;

(xxiii) file currency transaction reports as required by Applicable Law with respect to any cash transaction involving more than ten thousand dollars ($10,000) within the time frames required by Applicable Law
and notify Bank within twenty-four (24) hours of any failure to file any such currency transaction report within the
required timeframe;

(xxiv) provide Bank data and reports in accordance with Section 4.11; and maintain required data feeds, databases, and systems contemplated by this Agreement to be maintained by Company; and

(xxv) in connection with the foregoing, implement such changes to features or operations of the Program administered by Company as servicer as determined pursuant to Section 3.5 or otherwise under this
Agreement, and any changes to such features or operations as may be mutually agreed upon by the parties in
writing.

(b) Company shall maintain adequate levels of appropriately experienced staff (including with

respect

to compliance, legal matters (including outside law firm support), quality assurance, audit and collections, as needed

to carry out its obligations as servicer under this Agreement.

Section 4.2. Certain Responsibilities of Bank.

In addition to its other obligations set forth elsewhere in this Agreement, the parties agree that Bank shall:

(a) originate and extend credit on Accounts and fund Cardholder Indebtedness in accordance with the

Account Documentation, Risk Management Policies and Compliance Practices;

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(b) comply with, or direct Company in its capacity as servicer to comply with, the terms of the Account Documentation;

(c) settle Company Transactions and Network Transactions in accordance with Section 7.2;

(d) provide periodic forecasts of Program performance to Company in support of planning and review

processes;

(e) maintain required data feeds, databases, and systems contemplated by this Agreement to be maintained by Bank; and

(f) in connection with the foregoing, take all actions required to be taken by Bank, consistent with its

obligations as issuer and owner of the Accounts under this Agreement, to implement (or to direct the

implementation of, as applicable) changes to features or operations of the Program as determined pursuant to

Section 3.5 or otherwise under this Agreement, and any changes to such features or operations as may be mutually

agreed upon by the parties in writing.

Section 4.3. Ownership of Accounts.

(a) Subject to Company's Purchase Option with respect to Program Assets, Bank shall be the sole and

exclusive owner of the Accounts, Cardholder Indebtedness and Account Documentation, and shall have all rights,

powers, and privileges with respect thereto as such owner. All purchases and cash advances in connection with the

Accounts and the Cardholder Indebtedness shall create the relationship of debtor and creditor between the

Cardholder and Bank, respectively. Bank shall fund all Cardholder Indebtedness on the Accounts. Company

acknowledges and agrees that (i) it has no right, title or interest (except for its right, title and interest in the Company

Licensed Marks and the Purchase Option) in or to, any of the Accounts or the Account Documentation related to

such Accounts or any proceeds of the foregoing, and (ii) Bank extends credit directly to Cardholders.

(b) Except as expressly provided herein, Bank shall be entitled to (i) receive from Company as

servicer all payments made by Cardholders on Accounts, and (ii) retain for its account all Cardholder Indebtedness

and such other fees and income authorized by the Credit Card Agreements and collected by Bank

with respect to the

Accounts and the Cardholder Indebtedness.

(c) For so long as Company is the servicer of the Accounts and for such additional time as Company

has any obligation under this Agreement or Applicable Law by virtue of its acting as servicer to retain the Account

Documentation, Company shall hold and retain the Account Documentation following the Closing Date for the sole

benefit of Bank, and Bank shall have access to any Account Documentation as it may request from time to time.

Section 4.4. Materials Developed and Used in Connection with the Program.

(a) Except as otherwise provided herein, Company shall be responsible for preparing all documents

and materials used in connection with the Program, including the Account Documentation, Solicitation

Materials, Program Website, materials relating to the Value

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Proposition and to any Enhancement Products, and advertising copy and scripts (collectively, the "Program

Materials"). Bank shall be entitled to review all Program Materials to be used after the Closing Date, including for

compliance with Applicable Law (it being understood that Bank's review of retail advertising copy and scripts

pursuant to this Section 4.4 shall be confined to reviewing the portions thereof relating to the Program and its offerings and benefits), and Company shall not disseminate any such Program Materials in absence of compliance with the review process as described herein. Company shall provide Bank with all Program Materials intended to be utilized beginning on the Closing Date within thirty (30) days after the Effective Date, and Bank shall within thirty (30) days after receipt of such Program Materials identify any changes proposed by Bank, including all changes thereto required by Applicable Law, and any other changes to the legal and contractual content of such Account Documentation. Following identification of such changes by Bank, either party may refer any disagreement to the dispute resolution processes of Section 3.4 and Section 3.5. All costs and expenses of preparation, production and delivery of all Program Materials shall be borne solely by Company, except (i) as provided otherwise with respect to the initial notices and initial Credit Card reissuance following the Closing Date as referenced in Section 2.4 and (ii) Bank shall reimburse Company for any reasonable incremental preparation, production and delivery costs and expenses to the extent such costs and expenses incurred in connection with the modification of Program Materials to reflect a change in the jurisdiction of Bank’s headquarters from its jurisdiction at the time of the Closing Date.

(b) Company shall provide Bank an opportunity to review all new Program Materials to be used following the Closing Date and all changes to any Program Materials previously reviewed (including any changes to the Program Materials approved pursuant to Section 4.4(a)), including for compliance with Applicable Law and Network Rules and shall not disseminate any such new or changed Program Materials in absence of compliance with the review process as described herein. Bank shall review and identify to Company any proposed changes to such Program Materials in a timely manner (but in no event later than five (5) Business Days following receipt by Bank unless otherwise mutually agreed by the parties) and in accordance with Company's production calendar; provided, however, that (i) at Company's request, Bank shall use commercially reasonable efforts to review and identify any proposed changes to such Program Materials on an expedited basis in order to meet production deadlines, and (ii) at Bank's request, Company shall use commercially reasonable efforts to provide Bank a longer review period if there is a significant volume of Program Materials to review. The longer review period should be commensurate with the amount of material provided. Following identification of such changes by Bank, either party may refer any disagreement to the dispute resolution processes of Section 3.4 and Section 3.5. Notwithstanding the foregoing, Company shall have no obligation to provide an opportunity for review

if Bank has previously approved such document, text or template within the immediately preceding one (1) year
period, so long as it is used in the manner and for the purpose approved by Bank, unless Bank has notified Company
that a requirement of Applicable Law or Network Rules affecting such document, text or template, or a change in
requirements for the legal or contractual content of Account Documentation, requires a change from the version
subject to the prior review.
(c) Company Licensed Marks shall appear prominently on the face of the Credit Cards. The Credit Cards shall not bear Bank Licensed Marks or Bank's name on the front of the card and shall only bear Bank's name
on the back if required by Applicable Law or Network

Rules. The Co-Branded Credit Cards shall bear the appropriate Network trademark or service mark if required by
Network Rules.
(d) Company shall provide Bank with at least 18 months prior notice of the introduction of any new
marketing channel or material change in an existing marketing channel primarily used for marketing the
Program. The use by Company of any such new marketing channel or material change in an existing marketing

channel primarily used for marketing the Program shall at all times be subject to Bank's review and approval rights

hereunder. Notwithstanding the foregoing, Company shall have no obligation to notify Bank of any new marketing

channels or changes to existing marketing channels used in the ordinary course of Company's retail business.

Section 4.5. Risk Management.

(a) Company and Bank shall each appoint one risk manager for the Program (each, a "Risk Manager"). The Risk Managers shall exercise day-to-day operational oversight of the risk management aspects of

the Program, subject to Bank's ultimate authority with respect to Risk Management Policies as set forth in

Section 3.5 hereof, and coordinate the interactions between Company and Bank with respect thereto. The Risk

Managers shall discuss any proposed changes to the Risk Management Policies and work to resolve any Disputes

between the parties regarding risk management. Company and Bank shall endeavor to provide stability and

continuity in the Risk Manager positions. Each party may change its Risk Manager from time to time by notice to

the other party, provided that any Risk Manager must have appropriate risk management experience.

(b) The parties shall each comply with the underwriting and risk management policies, procedures and

practices for the Program, including policies, procedures and practices for Account origination, Transaction

authorization, credit line assignment and management (including line increases and decreases and over-limit
decisions), Account closures, payment crediting, anti-money laundering, identity theft, charge-offs and fraud
management, all of which shall comply with Applicable Law (collectively, “Risk Management Policies”). Schedule
4.5(b) sets forth changes to Company’s existing risk management policies, which changes shall be implemented in
accordance with the timeframes established in Schedule 4.5(b). Following the Effective Date, Company and Bank
shall work together in good faith to establish the initial Risk Management Policies, which shall be agreed upon by
the parties prior to the Closing Date or, absent such agreement, shall be the risk management policies in effect
immediately prior to the Effective Date as set forth in Company’s Risk Policy Implementation Manual, which was
delivered to Bank prior to the Effective Date, modified as set forth on Schedule 4.5(b), and as such risk management
policies may be further modified in accordance with Section 3.4 and Section 3.5. Following the Closing Date, each
party may propose changes to the Risk Management Policies from time to time in accordance with the procedures
set forth in Section 3.4 and Section 3.5; provided, however, that any change proposed by Bank must comply with the
requirements set forth in Section 4.5(c). Upon request of Bank from time to time, Company shall conduct testing of

Risk Management Policy changes under consideration by Bank.

(c) Bank shall not implement or require Company to implement any significant change to the Risk Management Policies between March and $6.00 of any year; provided, however, that Bank may in any event implement a

change required by Applicable Law at any time such

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Applicable Law becomes effective (or in the case of any Applicable Law already in effect, at any time such

Applicable Law is determined to be required to be applied to Bank or the Program). Prior to implementing any

material change to the Risk Management Policies, Bank shall, upon the request of Company, offer Company the

opportunity to test such change (except to the extent Bank determines in good faith that testing would not be

beneficial) for a limited period of time on a segment of Accounts or region of Stores (as reasonably determined by

Bank in consultation with Company to be a segment or region that is representative of the portfolio as a whole (or

the portion of the Portfolio to be impacted by the proposed change) but sufficiently small so as not to have an impact

on overall Program performance) and evaluate the results of such test with Bank. If Bank proposes to make a

modification to the Risk Management Policies, then, unless otherwise agreed by Company, Bank

shall deliver all of
the following information relating to such proposed modification:
(i) a reasonable description of the proposed modification and Bank's rationale for the
proposed modification;
(ii) a forecast reflecting the projected effects of the modification on key Program indicators (including approval rates for new Accounts and Transactions) and estimated impact to Program profitability of such
modification;
(iii) the results of any testing done with respect to, or other data or analysis supporting, the proposed modification to the Risk Management Policies; and
(iv) the criteria for applying such modification, including the targeted population segment of Cardholders or Applicants.
(d) If Bank has implemented or is planning to implement a change to the Risk Management Policies
as a Bank Matter, and such planned or implemented change has or is reasonably expected to have a material adverse
effect on Company, on the Program or on the processing of Company Transactions or Credit Card Applications in
the Company Channels (with such Company Channels taken as a whole), in each instance based on a written pro
forma delivered by Company to Bank, based on reasonable assumptions, then Company may, by notice to Bank,
initiate a thirty (30) day negotiation period. Such thirty (30) day negotiation period may be initiated prior to, and
must be initiated no later than 25 days following, the implementation of a change to the Risk Management Policies as a

Bank Matter. During such thirty (30) day negotiation period, the parties shall negotiate in good faith changes to the

Program and/or Program economics that may remedy the effect of the planned or implemented change. If such

negotiation period takes place before implementation of a planned change, Bank shall be prohibited from

implementing such change except to the extent the change is required by Applicable Law. If the parties cannot

agree on changes to the Program and/or Program economics, Company may terminate this Agreement upon 3 months written notice to Bank, provided that any such termination notice must be issued within 30 days after the end of the thirty

(30) day negotiation period. Notwithstanding the foregoing provisions of this Section 4.5(d), Company shall not be

entitled to initiate a negotiation period or terminate the Agreement in response to a change in Risk Management

Policies required by Applicable Law (other than any such change that is the result of Bank applying Applicable Law

in a manner that is not consistent with market practice). If Company exercises such termination right, Bank shall be

entitled to implement any

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planned change, provided that, without limiting Bank’s foregoing right, Bank shall consider in good faith reasonable

proposals by Company to provide for an alternative means (in absence of such implementation) to achieve the goals
and benefits intended to be obtained by Bank from the implementation of such Risk Management Policy change.

(e) Bank shall consider and propose from time to time changes to the Risk Management Policies designed to cause the Risk Management Policies applicable to relevant Applicant and Cardholder segments of the
Program to be at least as favorable to such Applicant and Cardholder segments as are the risk management policies
applied to Comparable Credit Segments.

(f) Each party shall provide the other with reasonable access to models and modeling support, including cardholder attrition models, thin-file scoring models, prospect marketing models and other tools designed
to improve Program performance; provided that such access to be provided by each party shall be through reports
and data feeds consistent with such party's data security policies but shall not include interactive access to such
party's systems.

Section 4.6. Compliance Managers; Compliance Practices.

(a) Company and Bank shall each appoint one compliance manager for the Program (each, a "Compliance Manager"). The Compliance Managers shall exercise day-to-day operational oversight of the
compliance aspects of the Program and coordinate the interactions between Company and Bank with respect
thereto. The Compliance Managers shall discuss any proposed changes to the Compliance Practices and work to

resolve any disagreements between the parties regarding any proposed changes to the Compliance

Practices. Company and Bank shall endeavor to provide stability and continuity in the Compliance Manager

positions. Each party may change its Compliance Manager from time to time by notice to the other party, provided

that any Compliance Manager must have appropriate compliance experience. Each party shall consider in good

faith any issues of concern raised by the other party with respect to a Compliance Manager.

(b) The Compliance Managers shall meet from time to time to review and discuss the Compliance Practices. The Bank Compliance Manager shall be provided with access to Company's procedures to the extent

related to the Program, including training materials and operational procedures, and shall be provided with access to

Company quality assurance and internal audit reports and regulatory examinations, findings and correspondence to

the extent Company is not restricted by Applicable Law from disclosing such information; provided that Company

shall use commercially reasonable efforts to obtain permission to make such disclosures. Each party may propose

changes to the Compliance Practices from time to time in accordance with the procedures set forth in Section 3.4

and Section 3.5. Bank shall not implement or require Company to implement any significant change to the

Compliance Practices between February and $27.00 of any year; provided, however, that Bank may in any event implement a

change required by Applicable Law at any time such Applicable Law becomes (or is determined to be) applicable to

Bank or the Program.

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Section 4.7. Chargebacks.

(a) The parties agree that Network Transactions on Co-Branded Accounts shall be subject to generally

applicable Network Rules with regard to chargebacks. Bank shall not charge back any Company Transactions on

Co-Branded Accounts or Private Label Accounts, but rather shall refer such transaction disputes to Company's

Cardholder Service center for resolution.

(b) Notwithstanding Section 4.7(a), in the event of any material increases in dispute rates regarding

Company Transactions, as reasonably determined by Bank, Bank may, subject to Company's prior consent, not to

be unreasonably conditioned, withheld or delayed, amend its chargeback policies as they relate to Company

Transactions; provided, however, that Bank shall not be entitled to exercise more expansive chargeback rights than

are provided by Network Rules (which for purposes of this provision shall be considered as though they were

applicable to Private Label Accounts as well as Co-Branded Accounts).

Section 4.8. Payments.

(a) Subject to Section 4.14, Company shall, in accordance with Applicable Law, have the exclusive right to effect collection of Cardholder Indebtedness as servicer on behalf of Bank. Company may direct

Cardholders to make payments payable to “Target” in its capacity as servicer or another reference to the brand under

which the Credit Cards are offered. Company will hold all amounts collected solely as agent for and on behalf of

Bank, and such amounts shall be the property of Bank, and Company shall have no right or interest therein.

(b) In addition to payments made by mail, Company shall accept payments made with respect to an

Account (i) in a Store as provided in Section 4.8(c), (ii) online, and (iii) by telephone through the call center (each, a

“Payment Channel”). Each party may propose to add, remove or modify a Payment Channel in accordance with the

procedures set forth in Section 3.4 and Section 3.5; provided, however, that Company may stop accepting In-Store

Payments upon thirty (30) days prior notice to Bank if accepting In-Store Payments becomes operationally

burdensome and Bank may direct Company to stop accepting In-Store Payments upon thirty (30) days prior notice if

required by Applicable Law.

(c) Company may accept In-Store Payments from Cardholders on their Accounts. Company shall, as

necessary, provide proper endorsements on such items. Company shall issue receipts for such

payments in

compliance with Applicable Law.

(d) Company shall include applicable payment data related to payments received in any Payment Channel with settlement data as set forth on Schedule 7.2(b).

(e) Bank grants to Company a limited power of attorney (coupled with an interest) to sign and endorse

Bank's name upon any form of payment that may have been issued in Bank's name in respect of any Account.

(f) Bank shall not accept payments from Cardholders on their Accounts in any Bank branch or other

Bank channel. If Bank inadvertently receives Cardholder payments, Bank shall bundle any such payments and send

them to Company via overnight carrier.

Section 4.9. Collections.

(a) Company and Bank shall each appoint one collections manager for the Program (each, a "Collections Manager"). The Collections Managers shall exercise day-to-day operational oversight of the

collections-related aspects of the Program and coordinate the interactions between Company and Bank with respect

thereto. The Collections Managers shall discuss any proposed changes to the Collections Policies and work to

resolve any Disputes between the parties regarding collections matters. Company and Bank shall

endeavor to
provide stability and continuity in the Collections Manager positions. Each party may change its Collections
Manager from time to time by notice to the other party, provided that any Collections Manager must have
substantial experience with consumer credit card collections issues. Each party shall consider in good faith any
issues of concern raised by the other party with respect to a Collections Manager.
(b) The parties shall each comply with the policies, procedures and practices for the Program with respect to collections, account closures, charge-offs, recoveries and similar matters (the "Collections
Policies"). Schedule 4.9(b) sets forth changes to Company's existing collections policies, which changes shall be
implemented in accordance with the timeframes established in Schedule 4.9(b). Following the Effective Date,
Company and Bank shall work together in good faith to establish the initial Collections Policies, which shall be
agreed upon by the parties prior to the Closing Date or, absent such agreement, shall be the collections policies in
effect immediately prior to the Effective Date, modified as set forth in Schedule 4.9(b) and as such collections
policies may be further modified in accordance with Section 3.4 and Section 3.5. Following the Closing Date, each
party may propose changes to the Collections Policies from time to time in accordance with the procedures set forth
in Section 3.4 and Section 3.5.

Section 4.10. Program Website.

Company shall offer a Company-branded webpage or website for Cardholders and potential Cardholders
("Program Website"), included within or accessible by means of links from the Company website, which shall as of
and following the Closing Date include substantially the same account management and automatic payment
functionality, and contain or be associated with substantially the same material and links, as existed immediately
prior to the Effective Date. For the avoidance of doubt, online Credit Card Application functionality may be
discontinued by Bank subject to Section 4.5 or by Company in its reasonable discretion. Company may implement
such additional content and functionality as Company shall determine in its reasonable discretion, subject to
Applicable Law and Network Rules, and Bank may propose changes as Bank determines advisable to reflect the
implementation of this Agreement. Changes to the Program Website proposed by Company or Bank shall be
mutually agreed or, absent such agreement, but subject to the foregoing requirements, shall be determined pursuant
to Section 3.4 and Section 3.5. Upon the mutual agreement of the parties, and subject to satisfaction of Company's
and Bank's web linking security and branding standards, there may be hyperlinks from Bank websites to the
Program Website and/or from the Program Website to Bank websites.

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Section 4.11. Reporting.

(a) Following the Closing Date, Company shall provide to Bank the reports specified in Schedule 4.11. From and after the Effective Date, each party shall also provide to the other such data and reports as are

reasonably requested by the other party from time to time or as required by Applicable Law and Network Rules.

(b) Company shall deliver to Bank accounting data feeds, including data relating to Cardholder Indebtedness, finance charges billed and charge-offs, and other financial and statistical information as may be

reasonably requested by Bank for financial reporting purposes, for securitization purposes (subject to Section 17.2),

and in connection with the exercise and performance of its rights and obligations under this Agreement, such data

feeds and other information to be delivered electronically and in a form to be mutually agreed. Except as otherwise

provided herein, Bank shall pay the out-of-pocket costs required to initially implement the foregoing data feeds, and

each party shall bear its costs associated with maintaining its systems and interfaces required to maintain such data

feeds once initially implemented.

Section 4.12. Cardholder Service.

(a) Company shall provide Cardholder Service to Applicants and Cardholders in accordance with

practices in effect prior to the Closing Date, as such practices may be modified from time to time subject to Section

4.12(b). Cardholder Service shall be Company branded to the extent permissible under Applicable Law. Notwithstanding the foregoing, Bank shall have the right in its reasonable discretion to require Company to

implement any actions and make any disclosures required by Applicable Law and Network Rules to protect Bank's

rights and enable Bank to fulfill its obligations as creditor on the Accounts.

(b) Bank may propose changes to the Cardholder Service practices in accordance with the procedures

set forth in Section 3.4 and Section 3.5. Company may generally modify or amend the Cardholder Service practices

in its reasonable discretion; provided, however that Company shall (i) accurately document such modifications and

amendments and shall provide Bank access to records reflecting the practices in effect and any changes thereto from

time to time, and (ii) provide Bank with thirty (30) days prior notice of any significant amendments or

modifications, including any change in practices with respect to fee adjustments, waivers and reversals. If Company

rejects a modification or amendment to Cardholder Service practices proposed by Bank, or Bank objects to any such

change proposed by Company, either party may initiate the dispute resolution procedures set forth in Section 3.5.

Section 4.13. Servicing Locations and Standards.

(a) Company, on behalf of Bank, shall service all Accounts under the Program in accordance with

the

terms and conditions of this Agreement, including Section 4.1(a), and the operational, technology and regulatory

service level standards set forth in Schedule 4.13(a) (the “Service Level Standards”), with the primary purpose of

achieving the Program objectives set forth in Section 3.1.

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(b) Schedule 4.13(b) sets forth a listing, and identifies the providers, and Bank acknowledges and agrees that Company may in any event continue to service Accounts using such vendors and such countries from

which services are performed.

(c) Company and Bank (or their respective subcontractors, as applicable), may jointly monitor and

evaluate inbound/outbound telephone contacts that Company has with Cardholders. Bank may also conduct such

monitoring on its own, and Company shall enable Bank to conduct such monitoring on a real-time basis from

Company’s facilities in Minneapolis, Minnesota. Company shall make arrangements to allow Bank to monitor

Cardholder Service operations on-site at any time. Cardholder Service monitoring may be conducted by Bank on

any day and at any time during the day or night; provided, however, that such monitoring shall not unreasonably

interfere with Company’s normal business operations.

(d)

(e) As between Company and Bank, Company shall retain all ownership or control rights in any websites or toll-free telephone numbers used by Company to service the Accounts, and Company shall continue to

own or control such websites and, unless otherwise mutually agreed, such toll-free telephone numbers, after the

Termination Date.

(f) Company as servicer shall use commercially reasonable efforts to perform all necessary security

functions to minimize fraud in the Program due to lost, stolen or counterfeit cards and fraudulent applications.

(g) Company and Bank shall maintain in force insurance coverage on the terms and conditions set

forth on Schedule 4.13(g) .

Section 4.14. Transfer of Servicing to Bank.

(a) General.

(i) Upon mutual agreement by the parties, Company may transfer some or all of the

servicing functions to Bank pursuant to a transition plan and other terms and conditions that are mutually agreed

upon by the parties in writing. The parties agree that program economics will be modified to reduce the amount

paid to Company hereunder by an amount equal to the market rate for the servicing activities to be transferred.

(ii) The parties agree that the program economics include an initial annual servicing fee to Company of $4,907.00 per Active Account for Private Label Accounts and $11.00 per Active

Account for Co-Branded Accounts. The servicing fee (but not the aggregate compensation payable to Company by
Bank pursuant to Section 8.1) will be periodically adjusted to current market rates as mutually agreed by the parties
in writing based upon third party benchmarks, third party bids and available market information.
(b) Service Level Failure. Bank shall have the right, upon notice to Company, to assume (or cause a
third party to assume), individual servicing functions related to specified Service Level Failures to the extent set
forth in Schedule 4.13(a).
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Commission.

(c) Company Termination Right. In the event Bank notifies Company that it intends to assume the servicing function pursuant to Section 4.14(b) (but, for the avoidance of doubt, not in the event of the occurrence or
extension of an SLA Control Period), Company shall have the right to terminate this Agreement upon 33 months notice
following the notification by Bank of its intention to assume such servicing functions and the associated costs;
provided, however, that in the event Company exercises its termination right under this subsection, (i) Bank may
continue to exercise its SLA Control Period rights until the Termination Date, and (ii) Company shall reimburse
Bank within five (5) Business Days following the Termination Date for certain costs and expenses

as set forth

in Schedule 4.14(c).

(d) Bank Servicing Failure. If a Service Level Failure occurs with respect to any Regulatory Service Level function assumed by Bank pursuant to Section 4.14(b), and Bank thereafter fails to meet the same Regulatory

Service Level Standard in any 3 of the following 5 days following implementation of the remediation requirements set

forth in Schedule 4.13(a), Company may require Bank to transfer such servicing function to a mutually agreed third

party.

(e) Cost of Transfer of Servicing. Company shall pay the actual costs (including reasonable internal

costs (including personnel costs) of Bank) of any such servicing function assumed by Bank pursuant to Section

4.14(b); provided, however, that Bank shall make commercially reasonable efforts to minimize such costs consistent

with its efforts to minimize its own costs of servicing internally and as conducted through third party

servicers. Notwithstanding any provision of Section 4.13 or Section 4.14, any transfer of servicing between the

parties pursuant to Section 4.14 that would occur in the fourth calendar quarter of any calendar year of the Term

shall be delayed until after the completion of such quarter unless Bank determines in good faith that such a delay

would be contrary to Applicable Law.

Section 4.15. Audits; Regulatory Examination.

(a) Until the later of: (i) expiration or termination of this Agreement; and (ii) the date all pending matters relating to this Agreement (e.g., Disputes, tax assessments or reassessments) are closed, each party providing servicing functions hereunder will permit the other party or its agents and the Network (to the extent required by Network Rules) to visit the facilities related to the Program (including the facilities, records and personnel of such party and any Affiliate, subcontractor or other service provider utilized in connection with the servicing functions provided under this Agreement) during normal business hours with reasonable advance notice to inspect, audit and examine the facilities and systems (only to the extent such party is still performing servicing hereunder and in the case of systems solely for purposes of performing such auditing function with respect to such system and not for the purpose of accessing the data files contained in such systems), records and personnel relating to the services performed under this Agreement, and any agreements with the audited party's Affiliates, subcontractors or service providers shall authorize such access. Notwithstanding the generality of the foregoing, however, a party shall not be required to provide access to systems, books and records to the extent that (i) such access is prohibited by Applicable Law, (ii) such records are legally privileged, or (iii) such records (A) relate to internal strategy of such party and not to the financial performance of the Program, (B) relate to

individual

employees of Company or Bank or their respective Affiliates, (C) relate to customers or operations of Company or

Bank other than with respect to the Program or (D) are operating budgets.

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(b) Company agrees to allow any Governmental Authority asserting supervisory authority over either

party to inspect, audit, and examine the facilities, systems, records and personnel relating to the services performed

under this Agreement that are subject to such supervisory authority, including the facilities, records and personnel of

any Affiliate, subcontractor or other service provider utilized by Company in connection with the services provided

under this Agreement (and any agreements with any such Affiliate, subcontractor or service provider shall authorize

such access. Bank shall, to the extent possible and as permitted by Applicable Law or the applicable

Governmental Authority, provide Company with reasonable advance notice of any such inspection, audit or

examination. Governmental Authorities (or their respective representatives) have the right to (i) exercise directly

the audit rights granted to Bank under this Agreement; (ii) accompany Bank (or Bank’s representatives) when it

exercises its inspection rights under this Agreement; (iii) access and make copies of all internal audit reports (and
associated working papers and recommendations) prepared by or for Company relating to the services being
performed under this Agreement; and (iv) access any findings in the external audit of Company (and associated
working papers and recommendations) prepared by or for Company that relate to the Program, subject to the consent
of Company's external auditor.

(c) Either party (the "Requesting Party") may, upon reasonable prior notice to the other party (the
"Other Party"), request a review and verification, to be conducted during business hours, as to the accuracy of the
reports provided by the Other Party under this Agreement for the prior year, such verification to be conducted by an
independent third party chosen by the Requesting Party (the "Auditor"). The Auditor shall be subject to an
obligation to maintain the confidential status of Confidential Information pursuant to a confidentiality agreement in
a form customary for such purpose or by its professional obligations. The Other Party will provide the Auditor
access to the data (including any raw data) necessary so as to be able to verify the accuracy of the applicable reports
under scrutiny by the Auditor. Notwithstanding the generality of the foregoing, however, neither party shall be
required to provide access to books and records to the extent that (i) such access is prohibited by

Applicable Law,

(ii) such records are legally privileged, or (iii) such records relate to (A) internal strategy and operating budgets of

Company or Bank as the case may be, and not relating to the financial performance of the Program, (B) individual

employees of such party or its Affiliates or (C) customers or operations of such party other than with respect to the

Program. All costs incurred by the Requesting Party, out-of-pocket expenses incurred by the Other Party and the

fees of the Auditor in connection with the review and verification of the reports under this Section 4.15(c) or in

connection with any other audit contemplated by the terms of this Agreement will be borne by the Requesting Party,

unless such review and verification reveals material discrepancies in the information provided in such reports, in

which case, the Other Party will be responsible for all costs incurred by the Requesting Party and all of the Other

Party’s own costs, in each case, to the extent such costs are incurred to address such material discrepancies. If an

audit reveals an overpayment or underpayment by either party of amounts owed under this Agreement, the party

owing money (or who received the overpayment) will promptly pay or repay such amount with added interest at a

rate per annum equal to then-current LIBOR, or will reissue any unpaid invoice containing an error, as applicable.

(d) For avoidance of doubt, information provided pursuant to this Section 4.15 shall be subject to

ARTICLE XI, including Section 11.1(b)(v).

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(e) If an audit conducted pursuant to this Agreement reveals any error, deficiency or other failure to

perform on the part of either party to this Agreement, that party will as soon as reasonably possible following the

date on which it becomes aware of such error, deficiency or other failure to perform and, in any event, no later than

thirty (30) days following such date, deliver to the other party to this Agreement a corrective action plan that, if

followed, will correct the error, deficiency or other failure to perform and execute the plan.

(f) Until the later of: (i) seven years after expiration or termination of this Agreement; and (ii) the date

all pending matters relating to this Agreement (e.g., Disputes, tax assessments or reassessments) are closed, each

party will maintain, and provide reasonable access to the other party of, all data, records, documents and other

information relating to the Program and this Agreement. Either party will be relieved of its obligations pursuant to

this subparagraph after the expiration or termination of the Agreement in respect of any data, records, documents

and other information if that party: (i) has delivered to the other party a printed (or electronic, in a format which

makes the same accessible by the other party) copy of the same; and (ii) has notified the other party in writing that

the same will no longer be available through the access referred to in this subparagraph.

Section 4.16. Disaster Recovery Plans.

Each of Company and Bank shall maintain in effect a disaster recovery and business continuity plan that is

designed to ensure reasonable business continuity of critical functions, and that complies with Applicable Law and

the requirements of Schedule 6.4(a). Each party shall notify the other party of any material changes to its disaster

recovery and business continuity plan that may impact the Program. Each party will test such plan annually and will

promptly initiate such plan upon the occurrence of a disaster or business interruption.

Section 4.17. Effectiveness of Controls.

(a) The parties acknowledge that: (i) each party’s management and independent auditors are now

and/or in the future may be required under the Sarbanes-Oxley Act of 2002 and related regulations and the Federal

Deposit Insurance Corporation Improvement Act of 1991 and related regulations (collectively, the “Relevant Laws”)

to, among other things, assess the effectiveness of its internal controls over financial reporting and state in its report

whether such internal controls are effective; and (ii) because each party has entered into a significant transaction

with the other as described in this Agreement, the controls used by the parties (including controls that restrict

unauthorized access to systems, data and programs) are relevant to each party's evaluation of its internal

controls. Having acknowledged the foregoing, and subject to the terms of this Section 4.17, each party hereby

agrees to cooperate with the other party and its independent auditor as reasonably necessary to facilitate such party's

ability to comply with its obligations under the Relevant Laws.

(b) Company will: (i) maintain an internal controls structure pertaining to the Program in such manner

and at such times as is consistent with the practices of well-managed operations performing services substantially

similar to Company's obligations set forth in this Agreement, and (ii) cause to be conducted by a nationally

recognized external auditor, as requested by Bank but no more frequently than annually in the case of each item

referred to in

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clauses (A) and (B), (A) SSAE 16 (Type II) SOC 1 audits covering financial controls over not less than a twelve

(12) month period ending not earlier than August 1 and not later than August 31 (or another mutually agreed upon

timeline), and (B) Agreed Upon Procedures in respect of each of its data centers and facilities from which Program

services (including back-up or disaster recovery services) are provided, covering IT application and data security
controls, including controls related to Payment Card Industry Data Security Standards applicable to the
Program. Prior to conducting audits pursuant to subsection (ii), Company will provide to Bank a description of the
controls to be assessed, the in-scope business and technical processes, and the reports to be produced, which, in any
event, will include the description and results of such assessments. Bank may request Company to add to or modify
the scope of such assessments and reports if required to fulfill Bank's control obligations, and Company will comply
with such requests. If a report is anticipated to contain any material deficiency, Company will give Bank notice of
such deficiency as soon as reasonably practicable. Company will deliver the report of each such audit to Bank not
later than September 30 of each year (or pursuant to a mutually agreed-upon timeline). At Bank's request, any
reports, tests or other summaries prepared by such independent audit or testing firm shall be addressed to Bank (in
addition to the Company). Company shall bear its own costs in connection with the foregoing audits and testing;
provided that 50% of the costs of such independent audit or testing firm in connection with the foregoing audits and
tests shall be reimbursed to Company by Bank. If a report pursuant to this Section contains a deficiency, Company

will no later than thirty (30) days following the report date, deliver to Bank for review and approval a corrective
action plan that, if followed, will correct the error, deficiency or other failure to perform. Company will execute the
plan at Company's expense in accordance with its terms, and conduct such additional follow-up audits at
Company's expense as may be requested by Bank, acting reasonably. If a deficiency is deemed significant by Bank
in its reasonable judgment, then at Bank's request additional audit procedures will be conducted at Company's
expense. Company will notify Bank in writing promptly upon completion of the remediation.

(c) Company will deliver to Bank, not later than November 15 of each year during the term of the Agreement, a certificate (or discussion with management of Company, Bank and Bank's independent auditors) of
the designated officer of Company dated as of November 1 certifying that Company is not aware of any event or
condition which evidences a control, security or other deficiency relating to the subject matter addressed in the latest
audit report delivered to Bank pursuant to this Section 4.17. If a report pursuant to this Section contains such a
control, security or other deficiency, Company will promptly deliver to Bank a corrective action plan and will
immediately and at its cost execute the plan in accordance with its terms, and will conduct at its cost such additional
follow-up audits as may be requested by Bank, acting reasonably, to confirm that the deficiency has been corrected.

Section 4.18. Taxes.

(a) Company will remit when due any sales taxes relating to the sale of Goods and/or Services. In the event Company or Bank is audited or assessed by a state, Company and Bank shall fully cooperate with each

other in any such audit or assessment and shall pay its own costs and expenses incurred in connection with any such

tax audit or assessment.

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(b) In the event Company or Bank is audited or assessed by a state for sales and use taxes related to

this Agreement, each party shall fully cooperate with the other party. The party receiving the claim from the taxing

authorities shall promptly notify the other party of, and coordinate with such other party the response to and

settlement of, any claim for taxes asserted by applicable taxing authorities for which such other party is ultimately

responsible hereunder. The other party shall have all rights to participate in the responses and settlements that are

appropriate to its potential responsibilities or liabilities. If the party receiving the claim fails to notify the other party

or to allow the other party to participate in responses and settlements of a claim for taxes as provided above, then the

other party shall have no liability to the party receiving the claim for any applicable taxes,

interest, or penalties that

result from such claim to the extent the other party has been materially prejudiced as a result of such failure. The

other party shall be entitled to any tax refunds or rebates granted to the extent such refunds or rebates are of taxes

that were paid by such other party. Other than as described above in this Section 4.18, Company and Bank shall

each pay its own expenses related to tax audits and assessments.

(c) Company shall be liable and responsible for any sales, use, excise, value-added, services, consumption or other tax payable by Company on the goods or services used or consumed by Company in

performing its obligations under this Agreement. Bank shall be liable and responsible for any sales, use, excise,

value-added, services, consumption or other tax that is assessed on the provision of the services by Company to

Bank.

Section 4.19. Systems.

(a) Existing Company Systems. Company shall service the Program following the Closing Date by using the accounts receivable, credit, collections, call center and Cardholder Service systems ("Company Core

Systems") existing on the Effective Date, which Company Core Systems may be modified from time to time in

accordance with Section 4.19(c) and shall be augmented to the extent necessary to permit Company to perform its

obligations as servicer in accordance with this Agreement (including the Service Level Standards required pursuant

hereto) and Applicable Law and Network Rules. Company shall maintain all hardware, software, licenses, systems-

related infrastructure, and personnel necessary to use the Company Core Systems to service the Program following

the Closing Date in compliance with the requirements of this Agreement (including all Service Level Standards) and

Applicable Law and Network Rules.

(b) Data Transmission. Company and Bank shall work together to develop a system for transmitting

data and reports to each other in accordance with the requirements of this Agreement and Applicable Law and

Network Rules. The parties shall mutually agree upon the system that will be used and shall develop a plan to

implement such system as of the Closing Date. Each party shall pay its out-of-pocket costs and expenses associated

with the initial establishment of such data transmission system, including all network, interfacing, implementation,

telecommunications, electronics, hardware and software costs necessary for such initial establishment.

(c) Changes to Existing Systems. Except as otherwise provided herein, neither party shall, without the

prior approval of the other party, make any change to any of its systems that would (i) render them incompatible

with the other party’s systems, (ii) subject to Bank’s right to

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require Company to make such changes as are necessary to perform its obligations as servicer following the Closing

Date in accordance with the provisions of this Agreement, Applicable Law and Network Rules, require the other

party to make any change to any of its systems (including Company's point-of-sale systems or equipment) or (iii)

subject to Bank's right to require Company as servicer to make such changes as are required by Applicable Law

following the Closing Date, require the other party to make a change to its systems between October and $16.00 of any

year. Subject to the foregoing, either party may make routine changes without the other party's approval. Except as

otherwise mutually agreed upon by the parties and subject to Section 8.3, each party shall pay its own costs and

expenses associated with any change proposed or required to be made by it to its systems, and shall reimburse the

other party for the costs of any system modifications or other changes made at its request by the other party (and not

otherwise required to be made by such other Party pursuant to this Agreement, including the foregoing provisions of

this Section 4.19 and the provisions of Sections 4.1 and 4.13) or other costs incurred by the other party as a result of

such change in order to maintain the same interface capabilities and compatibility as existed prior to such change.

(d) Systems Interfaces.

(i) Following the Effective Date and prior to the Closing Date, the parties shall identify and set forth on Schedule 4.19(d)(i) the initial systems interfaces that the parties mutually agree will be established as of the Closing Date and sustained between Company and Bank, including the systems interfaces required to pass data between the parties.

(ii) The parties shall maintain these initial interfaces, as well as any additional interfaces defined in the future, and cooperate in good faith with each other in connection with any modifications and enhancements to such interfaces as may be requested by either party from time to time. The parties shall maintain such systems interfaces so that the operations of Company Core Systems are no less functional than prior to the Effective Date. Each party agrees to provide sufficient personnel to support the systems interfaces required to be sustained by it in accordance with this provision. Each party shall pay its own costs and expenses associated with maintaining, modifying and enhancing its own systems interfaces, provided that any modification or enhancement required as a result of a system interface modification or enhancement required by the other party (other than modifications or enhancements to Company’s interfaces to permit it to comply with its obligations in accordance with this Agreement and Applicable Law and Network Rules following the Closing Date) shall be paid for by such

other party. At termination or expiration, the parties, at their own expense, shall terminate applicable interfaces at a

mutually agreed-upon time.

(e) Modifications and Additional Interfaces. All requests for (i) new interfaces between Company and

Bank, (ii) modifications or enhancements to existing interfaces or (iii) termination of existing interfaces shall be

subject to mutual agreement by the parties, except as otherwise provided herein, required by Applicable Law or

Network Rules following the Closing Date, or determined pursuant to the procedures set forth in Section 3.4 and

Section 3.5. Upon determination that new or modified interfaces will be established, the parties shall work in good

faith to establish the requested interfaces or modify, enhance or terminate the existing interfaces, as applicable, on a

timely basis. Except as otherwise mutually agreed upon by the parties, the party requesting the change shall be

responsible for all costs and expenses of the other party with

respect to the implementation of such change, including hardware, software, telecommunications and personnel

costs associated with any new interface, interface modification, interface enhancement or interface termination.

ARTICLE V

MARKETING OF THE PROGRAM

Section 5.1. Company Responsibility to Market the Program.

(a) Company shall be responsible for marketing the Program and shall, using its reasonable discretion,

actively market the Program to promote its growth and viability. Company shall make all marketing decisions in its

reasonable discretion, including with respect to the design of the Program, product and Value Proposition features,

Program Material design, marketing channels, and other details of the Program, subject to Bank's rights set forth in

Section 4.4 and Bank's rights with respect to any Bank Matter. Company may from time to time solicit Company

Guests to participate in the Program.

(b) Company shall offer and fully fund the Value Proposition to Cardholders and be responsible for the design, terms and conditions, and administration of the Value Proposition. Company shall manage and make all

decisions with respect to the Value Proposition. Company may test modifications to the Value Proposition from

time to time provided that such tests are designed to avoid any material impact on the Program. Company may

propose changes to the Value Proposition from time to time in accordance with the procedures set forth in Section

3.4 and Section 3.5. If Company proposes to make a modification to the Value Proposition, then, unless

otherwise agreed by Bank, Company shall deliver all of the following information relating to such

proposed

modification:

(i) a reasonable description of the proposed modification and Company's rationale for the proposed modification;

(ii) a forecast reflecting the projected effects of the modification on key Program indicators, including credit sales and credit quality and estimated impact to Program profitability of such modification, which

forecast shall include reasonably detailed information regarding the factual data and assumptions on which such

forecast is based); and

(iii) the results of any testing done with respect to, or other data or analysis supporting, the Value Proposition change.

(c) If a change to the Value Proposition which has been or will be implemented as a Company Matter

has or is reasonably expected to have a material adverse effect on the Program, net credit sales, credit risk, or Bank's

economic returns from the Program, based on a written pro forma delivered by Bank to Company, based on

reasonable assumptions, then Bank may, by notice to Company, initiate a thirty (30) day negotiation period. Such

thirty (30) day negotiation period may be initiated prior to, and must be initiated no later than 30 days following, the

implementation of a change to the Value Proposition as a Company Matter. During such thirty (30) day negotiation

period, the parties shall negotiate in good faith changes to the Program

with the

Commission.

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and/or Program economics that are designed to remedy the effect of the changes to be implemented or the

implemented change.

(d) Subject to Section 2.5(c), Company may, in its reasonable discretion, offer other ancillary benefits

or incentives, including Company discounts or special promotions, to Cardholders or Company Guests from time to

time.

Section 5.2. Bank Marketing and Analytics Support.

(a) At Company's option and at no cost to Company, Bank shall provide Company with reasonable access to analysis that is derived from Bank's analytic tools, market research and marketing support services and

shall assist Company in using such information to develop and improve the Program and Company's business.

(b) At Company's option and at no cost to Company, Bank shall work with Company, in good faith,

to identify marketing opportunities within Bank's franchise to promote the Program, Company and/or Goods and/or

Services, and to offer joint marketing opportunities with Bank's other non-competing products and services. The

parties shall execute any such marketing campaigns upon terms and conditions mutually agreed upon by the parties.

(c) Bank shall, as requested from time to time by Company to promote the Program, improve

Program

performance, promote Goods and/or Services or otherwise, and at no cost to Company (other than out-of-pocket

costs, which shall be expended only at Company's request), to the fullest extent permitted by Applicable Law and

Network Rules and Bank's or its Affiliates' agreements with third parties, conduct marketing research and provide

marketing expertise and support of Company's marketing efforts based upon the customer databases and customer

database analysis tools maintained by or on behalf of Bank and its Affiliates (including their third party servicers),

including only Non-Personally Identifiable Information constituting transaction and experience data across Bank's

and its U.S. Affiliates' credit card portfolios.

Section 5.3. Communications with Cardholders.

(a) Company Inserts. Subject to Section 4.4 and Applicable Law and Network Rules, Company shall

have the exclusive right to communicate with Cardholders, except for any message required by Applicable Law,

through use of inserts, fillers and bangtails (collectively, "Inserts"), including Inserts selectively targeted for

particular classes of Cardholders, in any or all Billing Statements (including print and electronic Billing

Statements). Notwithstanding the foregoing, (i) each Insert shall be subject to Bank's prior review (and shall be

provided to Bank at least five (5) Business Days in advance of any mailing) and (ii) any Insert

required by

Applicable Law or Network Rules shall take precedence over any Company Inserts. Subject to Section 4.4,

Company shall be responsible for the content and “look and feel” of, and the cost of preparing and printing any

Inserts, including Inserts required by Applicable Law, subject to Bank’s prior review and approval of the content of

Inserts required by Applicable Law and Network Rules. Bank shall provide Company reasonable advance notice of

all Inserts required by Applicable Law or Network Rules to allow Company to coordinate the production, timing and

content of all Inserts. Bank shall not have the right to communicate with Cardholders through the use of Inserts,

other than for communications required by Applicable Law or

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Commission.

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Network Rules or as necessary for Bank to comply with its obligations under this Agreement (including any

servicing obligations that Bank assumes pursuant to Section 4.14(b)) and as otherwise mutually agreed by the parties

in writing.

(b) Billing Statement Messages. Subject to Section 4.4 and Applicable Law and Network Rules,

Company shall have the exclusive right to use Billing Statement messages, and Billing Statement envelope

messages in any or all Billing Statements (including print and electronic Billing Statements) in each Billing Cycle to
communicate with Cardholders, including via Billing Statement messages selectively targeted for particular classes
of Cardholders. Notwithstanding the foregoing, the following messages shall take precedence over any Company
messages: (i) any message required by Applicable Law or Network Rules to be communicated to Cardholders to the
extent that Bank reasonably determines that the Billing Statement is the best method for making such
communications, and (ii) collections and/or Cardholder Service messages. Subject to Section 4.4, Company shall be
responsible for preparing the content of all Billing Statement messages, including those required by Applicable Law
and Network Rules, subject to Bank’s approval of the content of messages required by Applicable Law or Network
Rules. Bank shall provide Company reasonable advance notice of all messages that are required to comply with
Applicable Law Network Rules or collections or Cardholder Service messages in the event Company is performing
servicing hereunder to allow Company to coordinate the implementation, timing and content of all statement
messages. Bank shall not have the right to communicate with Cardholders through the use of Billing Statement
messages or Billing Statement envelope messages, other than for communications required by Applicable Law or

collections or Cardholder Service messages and as otherwise mutually agreed by the parties in writing.

(c) Other Communications. Subject to Section 4.4, Applicable Law and any Cardholder opt-out rights, Company shall have the right to communicate with Cardholders, including particular classes of Cardholders, through direct mail (including through catalogs, invitations, newsletters and postcards), e-mail, telephone messaging, text messaging and any other communication channel that Company deems appropriate. Company may communicate with Cardholders through these channels about any aspect of the Program, including the Value Proposition, and any other subject matter, in Company's reasonable discretion, subject to Applicable Law. Company also may use any such communication channels to communicate with Cardholders with respect to any matter required by Applicable Law, and shall do so at Bank's reasonable request; provided, however, that any communication to Cardholders required by Applicable Law or Network Rules shall be subject to Bank's approval. Bank shall not have the right to communicate with Cardholders through the use of such communication channels, other than for communications required by Applicable Law or Network Rules or as necessary for Bank to comply with its obligations under this Agreement (including any servicing obligations that Bank assumes pursuant to Section 4.14(b)) and as otherwise mutually agreed by the parties in writing.

(d) Substance of Communications. Subject to Section 2.5, ARTICLE VI and Applicable Law and Network Rules, Company may use the methods of Cardholder communication described in this Section 5.3 to promote the Program (including any Enhancement Products), Goods and/or Services, and any other products or services in Company's reasonable discretion. For the avoidance of doubt, and notwithstanding the Confidential portions omitted pursuant to a request for confidential treatment filed separately with the Commission.

provisions of this Section 5.3, Enhancement Products shall be offered to Cardholders only in accordance with and to the extent permitted by Section 5.4, and such Enhancement Products shall not be separately offered by Company through any other means.

Section 5.4. Enhancement Products.

Bank shall offer credit card enhancement products to Cardholders only as mutually agreed by the parties, including agreement with respect to a compensation arrangement for such additional products (each, an "Enhancement Product").

ARTICLE VI

CARDHOLDER AND CUSTOMER INFORMATION

Section 6.1. Customer Information.

(a) All sharing, use and disclosure of information regarding Applicants, Cardholders and Company

Guests shall be subject to the provisions of this ARTICLE VI. The parties acknowledge that while the same or
similar information may be contained in Cardholder Data and Company Guest Data, each such pool of data will be
considered separate information subject to the specific provisions applicable to that data hereunder. By way of
example and not limitation: (i) if a Company Guest receives a Credit Card, Bank may use and disclose the
Cardholder Data for all purposes permitted with respect to Cardholder Data hereunder, notwithstanding that the
Cardholder originated as a Company Guest; and (ii) if a Cardholder makes a purchase of Goods and/or Services with
a Credit Card, Company may use and disclose the Company Guest Data relating to that purchase for all purposes
permitted with respect to Company Guest Data hereunder, notwithstanding that such information may also
constitute (or include) Cardholder Data.

(b) Each party agrees that any unauthorized use or disclosure of Cardholder Data or Company Guest
Data would cause immediate and irreparable harm for which money damages would not constitute an adequate
remedy. In that event, the parties agree that injunctive relief shall be warranted in addition to any other remedies a
party may have.

Section 6.2. Cardholder Data.

(a) As between Bank and Company, Cardholder Data shall be the property of and exclusively

owned

by Bank. In its capacity as servicer, Company shall maintain all Cardholder Data and shall provide Bank with full

access to Cardholder Data.

(b) The initial privacy notice applicable to the Cardholder Data is attached as Schedule 6.2(b), which

shall be separate from the privacy notice(s) that Bank maintains for its other portfolios. Bank shall cooperate with

Company to provide Company the maximum ability permissible under Applicable Law and Network Rules to use

and disclose Cardholder Data, including, as necessary or appropriate, through the Program Privacy Notice and/or the

use of disclosures, consents, opt-in provisions or opt-out provisions. Any modifications to the Program Privacy

Notice shall be approved by both parties, provided that the Program Privacy Notice at all times shall (i) comply with

Applicable Law and (ii) provide Company access to and the right to

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use Cardholder Data to the fullest extent permitted by Applicable Law and Network Rules, including for its business

purposes.

(c) Bank shall not use, or permit to be used, Cardholder Data, except as provided in this

Section 6.2. Bank may use the Cardholder Data and any other information derived from the

Cardholder Data in
compliance with Applicable Law, the Network Rules and the Program Privacy Notice, solely: (i) as necessary to
exercise its rights or carry out its obligations hereunder; (ii) for purposes of promoting the Program or promoting
Goods and/or Services available for purchase on an Account at or through any Company Channel; (iii) for purposes
of performing analysis and modeling, provided, however, that Cardholder Data used for analysis and modeling other
than with respect to the Program shall be Non-Personally Identifiable Information, shall be aggregated with data
from other portfolios, and shall not be used in connection with or for the benefit of any co-branded or private label
credit program that is or may be offered by Bank on behalf of or in association with any Competing Retailer; or
(iv) as necessary or appropriate for purposes of compliance with Applicable Law, regulatory examination, internal
auditing functions, risk assessment or management functions, Network Rules or as otherwise set forth in 12 CFR
40.15(a)(1)-(7). Bank shall not use the Cardholder Data for marketing or any other purposes except as expressly
provided herein. Notwithstanding the foregoing, each party acknowledges that Bank may independently gather
information from individuals independent of the Program, including from Persons who may or may not also be
Cardholders, and that Bank and its Affiliates may have rights to use and disclose such information

independent of

whether such information also constitutes Cardholder Data or Company Guest Data under this Agreement; provided,

however, except as expressly permitted pursuant to this Agreement, Bank and its Affiliates may not, in any event,

take into account that a Person is a Cardholder or intentionally GAME STOPfor solicitation such customers through the use

of the Cardholder Data. Bank shall not commingle Cardholder Data into any Bank marketing database except as

provided in this Section 6.2(c).

(d) Bank shall not disclose, or permit to be disclosed, the Cardholder Data, except as provided in this

Section 6.2. Bank may disclose the Cardholder Data in compliance with Applicable Law, the Network Rules, the

Program Privacy Notice and the Credit Card Agreement, solely:

(i) to its subcontractors (including Company in its capacity as servicer) in connection with a

permitted use of such Cardholder Data under this Section 6.2; provided that (A) each such subcontractor is subject to

an obligation to maintain the confidential status of Cardholder Data at least as restrictive as that set forth herein, and

(B) Bank shall be responsible for the compliance of each such subcontractor (other than Company in its capacity as

servicer or any subcontractor of Company in such capacity) with the terms of this Section.

(ii) to its Affiliates, and to employees, agents, attorneys, auditors and accountants of Bank

and its Affiliates, with a need to know such Cardholder Data in connection with a permitted use of such Cardholder

Data under this Section; provided that (A) each such Person is subject to an obligation to maintain the confidential

status of Cardholder Data at least as restrictive as that set forth herein, and (B) Bank shall be responsible for the

compliance of each such Person with the terms of this Section;

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(iii) to a potential third-party purchaser with respect to any written off Cardholder

Indebtedness or otherwise to the extent permitted under this Agreement, or to a trustee in connection with a

securitization transaction to the extent permitted under this Agreement; or

(iv) to any Governmental Authority asserting authority over Bank or any of its Affiliates

(A) in connection with an examination of Bank or any such Affiliate; or (B) pursuant to a specific requirement to

provide such Cardholder Data by such Governmental Authority or pursuant to compulsory legal process, provided,

however, that Bank shall seek the full protection of confidential treatment for any disclosed Cardholder Data to the

extent available under Applicable Law governing such disclosure and with respect to clause (B) Bank shall provide

reasonable advance notice to Company to the extent reasonably practicable under the circumstances.

(e) Bank shall not, directly or indirectly, sell, or otherwise transfer any right in or to the Cardholder

Data, except (i) with respect to any written off Cardholder Indebtedness, (ii) to any potential third-party purchaser to
the extent permitted hereunder, and (iii) to a trustee in connection with a securitization transaction related to the
Accounts to the extent permitted hereunder, provided that, such trustee shall be bound by a confidentiality
agreement affording protections substantially similar to the confidentiality and use provisions of this Agreement
with such modifications as may be customary for confidentiality agreements in connection with such securitizations
(and any material modifications shall be submitted for approval of Company, which approval shall not be
unreasonably delayed, conditioned or withheld).

(f) Subject to Applicable Law, Bank shall provide the information below to Company on a daily basis:

To the extent that Company, as servicer for Bank, has access to the information Bank is obligated to
provide under this Section 6.2(f), the parties acknowledge and agree that Bank shall be deemed to have fulfilled its
obligation hereunder.

(g) Company shall not use, or permit to be used, Cardholder Data, except as provided in this Section 6.2(g) and subject to the other provisions and procedures of this Agreement, including ARTICLE V and
Section 3.5. Company may use the Cardholder Data and any other information derived from the Cardholder Data in

compliance with Applicable Law, the Network Rules and the Program Privacy Notice (i) for purposes of promoting
the Program or promoting Goods and/or Services available for purchase on an Account at or through any Company
Channel, (ii) for all commercially reasonable purposes in the same manner as Company uses Company Guest Data,
(iii) as otherwise necessary to carry out its obligations under this Agreement, and (iv) as otherwise permitted by
Applicable Law, the Network Rules and the
Confidential portions omitted pursuant to a request for confidential treatment filed separately with the
Commission.
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Program Privacy Notice. Company shall maintain protocols regarding Cardholder Data intended to ensure that
(i) Cardholder Data is logically isolated (and accordingly always separately identifiable) from Company's other
data and (ii) the use and disclosure of Cardholder Data is limited as provided by Applicable Law and this
Agreement.
(h) Company shall not disclose, or permit to be disclosed, the Cardholder Data, except as provided in
this Section 6.2(h). Company may disclose the Cardholder Data in compliance with Applicable Law, the Network
Rules, the Program Privacy Notice and the Credit Card Agreement, solely:
(i) to its subcontractors in connection with a permitted use of such Cardholder Data under

this Section 6.2; provided that (A) each such subcontractor is subject to an obligation to maintain the confidential

status of Cardholder Data at least as restrictive as that set forth herein, and (B) Company shall be responsible for the

compliance of each such subcontractor with the terms of this Section;

(ii) to its Affiliates, and to employees, agents, attorneys, auditors and accountants of

Company or its Affiliates, with a need to know such Cardholder Data in connection with a permitted use of such

Cardholder Data under this Section; provided that (A) each such Person is subject to an obligation to maintain the

confidential status of Cardholder Data at least as restrictive as that set forth herein, and (B) Company shall be

responsible for the compliance of each such Person with the terms of this Section;

(iii) to any Governmental Authority asserting authority over Company (A) in connection with

an examination of Company; or (B) pursuant to a specific requirement to provide for such Cardholder Data by such

Governmental Authority or pursuant to compulsory legal process; provided, however, that Company seeks the full

protection of confidential treatment for any such disclosed Cardholder Data to the extent available under Applicable

Law governing such disclosure, and with respect to clause (B), Company shall provide reasonable advance notice to

Bank to the extent reasonably practicable under the circumstances; or

(iv) as otherwise permitted by Applicable Law, the Program Privacy Notice and the Network

Rules (and subject to any other applicable provisions of this Agreement, including ARTICLE V and Section 3.5);

provided that, for the avoidance of doubt, the parties agree that Company shall not disclose, or permit to be

disclosed, any Cardholder Data (or information derived therefrom) to a prospective Nominated Purchaser except at

the time, under the circumstances and in accordance with the procedures set forth in Section 15.2(h).

(i) With respect to use and disclosure of Cardholder Data following expiration or termination of this

Agreement, the following shall apply:

(i) The rights and obligations of the parties under this Section 6.2 shall continue through the Termination Date and, if applicable, the end of the Interim Servicing Period.

(ii) If Company exercises its rights under Section 15.2, Bank shall transfer its right, title and interest in the Cardholder Data to Company or its Nominated Purchaser as part of such transaction, and (subject to

Bank’s documentation retention or other obligations under

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Commission.

Applicable Law) Bank’s right to use and disclose the Cardholder Data shall terminate on the Termination Date.

(iii) If Company does not exercise its Purchase Option under Section 15.2, Company’s right

to use and disclose the Cardholder Data shall terminate only to the extent required by Applicable Law.

(j) The parties shall reasonably cooperate to use, disclose and share Non-Personally Identifiable Information regarding the Program, as mutually agreed upon from time to time to, among other

things, monitor

Program performance, comply with funding requirements (e.g. rating agency and master trust filing requirements)

and support planning and financial reporting processes.

(k) Nothing in this Section 6.2 shall restrict Company’s use of Company Guest Data.

Section 6.3. Company Guest Data.

(a) Bank acknowledges that Company gathers Company Guest Data and information about

prospective purchasers of Goods and/or Services and that Company has rights to use and disclose such Company

Guest Data and information independent of whether such information also constitutes Cardholder Data. Bank shall

cooperate in Company gathering and maintenance of Company Guest Data, including by incorporating in the Credit

Card Application and Credit Card Agreement mutually agreed provisions pursuant to which Applicants and

Cardholders will agree that they are providing their identifying information and all updates thereto to

both Bank and Company. As between Company and Bank, all Company Guest Data and all information about

actual or prospective purchasers of Goods and/or Services gathered by or for Company will be owned exclusively by

Company. Without limiting Bank’s ownership or other rights in respect of the Cardholder Data, Bank

acknowledges and agrees that it has no proprietary interest in the Company Guest Data or other information about

actual or prospective purchasers of Goods and/or Services gathered by Company.

(b) Bank shall not use, or permit to be used, directly or indirectly, the Company Guest Data except to

transfer such data to Company to the extent it is received by Bank and as permitted in this Section 6.3.

(c) Bank shall not disclose, or permit to be disclosed, the Company Guest Data except as provided in

this Section 6.3. Bank may disclose the Company Guest Data in compliance with Applicable Law solely:

(i) to its subcontractors in connection with a permitted use of such Company Guest Data

under this Section 6.3; provided, however, that (A) each such subcontractor is subject to an obligation to maintain

the confidential status of Company Guest Data at least as restrictive as that set forth herein, and (B) Bank shall be

responsible for the compliance of each such subcontractor with the terms of this Section;

(ii) to its Affiliates and to employees, agents, attorneys, auditors and accountants of Bank or

its Affiliates with a need to know such Company Guest Data in connection with a permitted use of such Company

Guest Data under this Section 6.3; provided,

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however, that (A) each such Person is subject to an obligation to maintain the confidential status of Company Guest

Data at least as restrictive as that set forth herein, and (B) Bank shall be responsible for the compliance of each such

Person with the terms of this ARTICLE VI; or

(iii) to any Governmental Authority asserting authority over Bank (A) in connection with an examination of Bank or (B) pursuant to a specific requirement to provide such Company Guest Data by such

Governmental Authority or pursuant to compulsory legal process; provided, however, that Bank shall seek the full

protection of confidential treatment for any disclosed Company Guest Data to the extent available under Applicable

Law governing such disclosure; and, with respect to disclosures requested pursuant to clause (B), Bank shall provide

reasonable advance notice to Company to the extent reasonably practicable under the circumstances; and to the

extent such Company Guest Data is not also Cardholder Data, Bank shall to the extent reasonably practicable under

the circumstances seek to redact such Company Guest Data to the fullest extent possible under Applicable Law

governing such disclosure.

(d) As of the Termination Date, Bank’s rights to use and disclose the Company Guest Data other than

as set forth in Section 4.15, above, shall terminate. Promptly following the Termination Date, Bank shall return or

destroy all Company Guest Data and shall certify such return or destruction to Company upon request.

Section 6.4. Cardholder Data Security.

With respect to the Program, from and after the Effective Date, Company and Bank shall, each at its own

cost and expense except to the extent otherwise provided therein, comply with the information security and business
continuity requirements set forth in Schedule 6.4. At a minimum, the parties shall transmit, store and process
Cardholder Data in accordance with Applicable Law, Network Rules, Payment Card Industry Data Security
Standards and the then-current security rules and requirements of the Network, all as applicable to the
Program. Company will keep Cardholder Data logically isolated from any data of its own, other customers or
suppliers, so that: (i) Cardholder Data is not commingled with third party data or disclosed in conjunction with any
disclosure of third party data; and (ii) Company can readily locate and/or return Cardholder Data in accordance with
this Agreement. Without limiting the foregoing, Company and Bank will each establish, maintain and implement
(and require each of its subcontractors receiving Cardholder Data or Company Guest Data to establish, maintain and
implement) an information security program, including appropriate administrative, technical and physical
safeguards, that is designed to meet the objectives of the Interagency Guidelines Establishing Standards for
Safeguarding Information Security Data and any other Applicable Law governing data security, including the
objectives of (v) ensuring the security and confidentiality of the Cardholder Data, (w) protecting against any

anticipated threats or hazards to the security or integrity of the Cardholder Data, (x) protecting against unauthorized

access to or modification, destruction, disclosure, use or disposal of, or access to, Cardholder Data, (y) ensuring the

proper disposal of Cardholder Data, and (z) in the event of a security breach involving Cardholder Data, ensuring

that the party suffering such breach notifies affected Cardholders, Applicants and other individuals, and

Governmental Authorities, in each case insofar as required by and otherwise in compliance with Applicable Law

and Network Rules. For the avoidance of doubt, Bank shall have no liability to Company arising out of the failure

by Company or any of Company's subcontractors to comply with the requirements of this Section

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Commission.

6.4, which compliance or noncompliance shall be the sole obligation of Company notwithstanding its servicing

relationship to Bank.

ARTICLE VII

MERCHANT SERVICES

Section 7.1. Transmittal and Authorization of Charge Transaction Data.

(a) Company will accept the Credit Cards for Company Transactions.

(b) Company will transmit Charge Transaction Data with respect to Co-Branded Accounts for authorization through the applicable Network system.

(c) Company will transmit Charge Transaction Data with respect to Private Label Accounts for authorization in accordance with Schedule 7.1(c).

(d) Bank, through Company as servicer, shall authorize or decline Transactions on a real time basis,

including Transactions involving split-tender (i.e., a portion of the total transaction amount is billed to a Credit Card

and the remainder is paid through one or more other forms of payment).

Section 7.2. Settlement Procedures.

(a) Company Transactions and Network Transactions charged to Co-Branded Accounts will be settled

through the applicable Network system.

(b) Company Transactions charged to Private Label Accounts will be settled as set forth on Schedule

7.2(b).

Section 7.3. Returns of Goods and/or Services.

If a Cardholder purchases Goods and/or Services on an Account and Company processes a return of such

Goods and/or Services in accordance with Company return policy or makes another adjustment such as a price

reduction, Company shall provide a credit to such Cardholder’s Account. Company will transmit the relevant

information in the Charge Transaction Data for inclusion in the daily settlement process.

Section 7.4. Interchange

(a) None of Company, its Affiliates or its Licensees shall be required to pay any merchant discount,

interchange fees, or other transaction fees to Bank on any Company Transaction charged to a

Co-Branded

Account. Bank and Company shall cooperate to obtain approval from the Network to set the interchange fee for

Company Transactions charged to a Co-Branded Account to zero; provided, however, if the Network does not

approve, Bank shall rebate through the daily settlement process any interchange amounts received by Bank from the

Network as a result of the Company Transactions charged to Co-Branded Accounts.

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Commission.

Section 7.5. POS Terminals.

Except as otherwise agreed by the parties hereto, Company shall maintain POS terminals in each Store

which are capable of processing Company Transactions substantially as handled as of the Effective Date; provided,

however, that this provision shall not apply to Incidental Company Channels except at Company's option.

Section 7.6. Other Obligations of Company as Merchant.

In addition to its other obligations set forth in this Agreement, Company shall:

(a) solicit Credit Card Applications, deliver Solicitation Materials and process Credit Card

Applications in accordance with this Agreement; provided, however, that this provision shall not apply to Incidental

Company Channels except at Company's option;

(b) use commercially reasonable efforts to accept Credit Cards in Company Channels; provided, however, that this provision shall not apply to Incidental Company Channels except at Company's option; and

(c) provide training to its employees as appropriate to facilitate Company's performance of its obligations pursuant to this Agreement.

ARTICLE VIII

PROGRAM ECONOMICS

Section 8.1. Compensation Terms; Monthly Statement to Bank.

(a) Bank shall pay to Company a portion of the Alternative Risk Adjusted Revenue associated with each Account on a monthly basis. The defined terms and accounting procedures set forth in Schedule 8.1 shall be

used to calculate the Alternative Risk Adjusted Revenue shared by the parties.

(b) Within ten (10) Business Days after the end of each month, Company shall deliver to Bank a monthly statement, in the format set forth in Schedule 8.1, setting forth the calculation of the portion of Alternative

Risk-Adjusted Revenue due from Bank to Company. This amount may be settled in one payment between the

parties that also reflects the amounts due under Section 8.1(c) for such period.

(c) Company may include in the monthly statement any other amounts owed by Company to Bank or

owed by Bank to Company as explicitly provided for herein or as otherwise mutually agreed by the parties in

writing with line item specificity.

(d) Notwithstanding the foregoing, the parties agree and acknowledge that the first monthly statement

and the last monthly statement shall be prorated to address each such partial month.

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Section 8.2. Payment.

Not later than 1:00 pm (Central time) on the third (3rd) Business Day after the date on which the monthly

statement is received, each party shall pay to the other the amounts determined to be due as set forth in Schedule 8.1,

unless such amounts are being disputed in good faith.

Section 8.3. Increases in Servicing and Marketing Costs.

(a) In the event Aggregate Cumulative Costs incurred in any Reference Year exceed $6,249.00

(an “Excess Cost Condition”), Bank shall reimburse Company for such excess over $3,097.00 (the “Excess

Cost”) as follows:

(i) 10% of the Excess Cost incurred in such Reference Year up to $3,511.00;

and

(ii) 9% of the Excess Cost incurred in such Reference Year in excess of $6,121.00.

(b) For so long as an Excess Cost Condition shall be in effect, Bank shall reimburse Company on a monthly basis for the portion of the Excess Cost reimbursable as set forth above and incurred in the relevant month,

determined in accordance with Section 8.3(c). Such reimbursement shall be payable monthly in arrears as part of

the monthly settlement process pursuant to Section 8.1, provided that such monthly payments shall commence with

the next monthly settlement that is at least fifteen (15) days after the date on which such amount

payable is finally

determined pursuant to Section 8.3(e) below; the first such payment shall reimburse Company for any reimbursable

Excess Cost that accrued in any previous month and remains unpaid.

(c) For purposes of this Section 8.3, regardless of the timing of any cash payments made by the Company and its Affiliates in respect of Program Specific Changes, costs attributable to Program Specific Changes

shall be deemed incurred as follows:

(i) Except for one-time costs referred to in clause (ii) or (iii) below, costs shall be deemed to

be incurred when incurred as expenses in accordance with GAAP;

(ii) One-time costs that are associated with information technology improvements, upgrades

or modifications and/or hardware or software development or related costs and that are not required to be amortized

or depreciated in accordance with GAAP nonetheless shall be deemed to be amortized on a straight line basis and

incurred in monthly installments over a three year period or the remaining months in the Term, whichever is shorter;

and

(iii) One-time costs that are required to be amortized or depreciated in accordance with

GAAP shall be deemed to be incurred in accordance with such depreciation or amortization schedule.

(d) As used in this Section 8.3 the following terms have the following meanings:

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Commission.

(i) “Aggregate Cumulative Costs” means, with respect to any period, the aggregate costs incurred by the Company or any of its Affiliates attributable to Program Specific Changes implemented during the
Term and deemed incurred by the Company or any of its Affiliates during such period.
(ii) “Program Specific Change” means a change in Company’s servicing or marketing practices or processes that satisfies both of the following criteria:
(A) the change is imposed by Bank as a Bank Matter pursuant to the provisions of Section 3.5 over the objection of Company and, prior to implementing such change, Company notifies Bank in writing of Company’s belief that such change is a Program Specific Change; and
(B) Bank has not implemented such practices or processes reasonably consistently across similarly affected credit card portfolios for which Bank bears servicing and/or marketing costs, as applicable.
(iii) “Reference Year” means the period commencing on the Closing Date and ending on the first anniversary thereof, and thereafter each period commencing on the day following the most recent anniversary
of the Closing Date and ending on the next anniversary of the Closing Date.
(e) Company shall provide to Bank an executed certificate of the Chief Financial Officer of Target Corporation certifying the accuracy of all cost calculations required for determining the parties’ respective rights and
obligations pursuant to this Section 8.3.
(f) For the avoidance of doubt, except as expressly provided in this Section 8.3 or as otherwise expressly provided in this Agreement, Bank shall have no obligation to reimburse Company for any portion of
Company’s servicing and marketing costs in connection with the Program.
ARTICLE IX

LICENSING OF TRADEMARKS; INTELLECTUAL PROPERTY

Section 9.1. Company Licensed Marks.

(a) Grant of License to Use the Company Licensed Marks. Company and its Affiliates hereby grant to

Bank a non-exclusive, royalty-free, non-transferable right and license to use the Company Licensed Marks in the

United States as necessary for the creation, establishment, marketing and administration of, and the provision of

services related to, the Program, all pursuant to, and in accordance with, this Agreement and any applicable

Trademark Style Guide. Those services shall include the issuance and reissuance of Credit Cards, the provision of

Account Documentation and other correspondence relating to Accounts, the extension of credit to Cardholders, and

the advertisement or promotion of the Program. All use of the Company Licensed Marks shall be approved by

Company. Bank may sublicense the use of Company Licensed Marks to any Affiliate or subcontractor performing

Bank’s obligations under this Agreement provided that (i) such Affiliate or subcontractor agrees in writing to

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Commission.

comply with all of the standards specified herein and the limitations on the use of the Company Licensed Marks

contained in this Section 9.1; and (ii) Bank is responsible for all actions and inactions of such Affiliate or
subcontractor with respect to the use of the Company Licensed Marks.

(b) New Marks. If Company or its Affiliates adopt a trademark, trade name, service mark logo or other proprietary mark which is used by Company or its Affiliates in connection with the Program but which is not
listed on Schedule B hereto (a "Company New Mark"), Company, upon written notice to Bank, may add such
Company New Mark to Schedule B. If Bank requests that Company add a Company New Mark to Schedule
B hereto and license its use hereunder, Company may do so in its sole discretion, and any Company New Mark
requested by Bank and agreed by Company shall be added to Schedule B by amendment of this Agreement.

(c) Termination of License. The license granted in this Section 9.1 shall terminate on the later of
(i) the Termination Date or (ii) the end of the Interim Servicing Period, if applicable. Upon such termination of this
license, as provided in this Section 9.1(c), all rights of Bank to use the Company Licensed Marks shall terminate
(including all sublicenses granted pursuant to the terms of this Section 9.1), the goodwill connected therewith shall
remain the property of Company and its Affiliates, and Bank shall: (A) discontinue all use of the Company Licensed
Marks, or any of them, and any colorable imitation thereof; and (B) delete the Company Licensed Marks from or, at
Bank's option, destroy all unused Credit Cards, Account Documentation, materials, displays,

advertising and sales

literature and any other items bearing any of the Company Licensed Marks. Effective upon the Termination Date,

Company and its Affiliates hereby grant and agree to grant to Bank a non-exclusive, royalty-free, non-transferable

license to use Company Licensed Marks for a 18 months period after the Termination Date to the extent necessary for

winding down the operation of the Program in a manner consistent with the terms of this Agreement.

(d) Ownership of the Company Licensed Marks. Bank acknowledges that (i) the Company Licensed

Marks, all rights therein, and the goodwill associated therewith, are, and shall remain, the exclusive property of

Company and its Affiliates, (ii) it shall take no action which will adversely affect Company and its Affiliates

exclusive ownership of the Company Licensed Marks, or the goodwill associated with the Company Licensed

Marks (it being understood that the collection of Accounts, adverse action letters, and changes in terms of Accounts

as required by Applicable Law do not adversely affect goodwill, if done in accordance with the terms of this

Agreement), and (iii) any and all goodwill arising from use of the Company Licensed Marks by Bank, its Affiliates

and any subcontractors shall inure to the benefit of Company and its Affiliates. Nothing herein shall give Bank any

proprietary interest in or to the Company Licensed Marks, except the right to use the Company

Licensed Marks in

accordance with this Agreement, and Bank shall not contest Company’s or its Affiliates’ title in and to the Company

Licensed Marks.

(e) Infringement by Third Parties. Bank shall use reasonable efforts in the United States to notify Company, in writing, in the event that it has Knowledge of any infringing use of any of the Company Licensed

Marks in the payment product space by any third party. If any of the Company Licensed Marks is infringed,

Company alone has the right, in its sole discretion, to take whatever action it deems necessary to prevent such

infringing use. Bank shall reasonably

cooperate with and assist Company, at Company expense, in the prosecution of those actions that Company

determines, in its sole discretion, are necessary or desirable to prevent the infringing use of any of the Company

Licensed Marks.

Section 9.2. The Bank Licensed Marks.

(a) Grant of License to Use the Bank Licensed Marks. Bank hereby grants to Company a non-exclusive, royalty-free, non-transferable right and license to use the Bank Licensed Marks in the United States solely

in connection with the creation, establishment, marketing and administration of, and the

provision of services related

to, the Program, all pursuant to, and in accordance with, this Agreement and any applicable Trademark Style

Guide. Those services shall include the solicitation of Cardholders, the servicing of Accounts, and the

advertisement or promotion of the Program. All use of the Bank Licensed Marks shall be approved by Bank. The

license hereby granted is solely for the use of Company and may be used as necessary to permit the exercise by

Company of any of its rights under this Agreement to delegate obligations to Affiliate(s) and/or third party

contractors. Company may sublicense the use of Bank Licensed Marks to any Affiliate or subcontractor performing

Company's obligations under this Agreement provided that: (i) such Affiliate or subcontractor agrees in writing to

comply with all of the standards specified herein and the limitations on the use of the Bank Licensed Marks

contained in this Section 9.2; and (ii) Company is responsible for all actions and inactions of such Affiliate or

subcontractor with respect to the use of the Bank Licensed Marks.

(b) New Marks. If Bank adopts a trademark, trade name, service mark logo or other proprietary mark

which is used by Bank in connection with its extension of bank card credit to customers but which is not listed

on Schedule A hereto (a "Bank New Mark"), Company may request that Bank add such Bank New Mark

to Schedule A hereto and license its use hereunder, Bank may do so in its sole discretion, and such Bank New Mark
shall be added to Schedule A by amendment of this Agreement. The foregoing notwithstanding, it is understood
and agreed that Bank shall not be required to add a Bank New Mark to Schedule A if such Bank New Mark was
developed by Bank primarily for another charge, credit or debit program.
(c) Termination of License. The license granted in this Section 9.2 shall terminate on the later of
(i) the Termination Date, or (ii) the end of the Interim Servicing Period, if applicable. Upon such termination of this
license, as provided in this Section 9.2(c), all rights of Company to use the Bank Licensed Marks shall terminate
(including all sublicenses granted pursuant to the terms of this Section 9.2), the goodwill connected therewith shall
remain the property of Bank, and Company shall: (A) discontinue immediately all use of the Bank Licensed Marks,
or any of them, and any colorable imitation thereof; and (B) at Company's option, delete the Bank Licensed Marks
from or destroy all unused Account Documentation, materials, displays, advertising and sales literature and any
other items bearing any of the Bank Licensed Marks. Effective upon the Termination Date, Bank and its Affiliates
hereby grant and agree to grant to Company a non-exclusive, royalty-free, non-transferable license to use Bank
Licensed Marks for a 8 months period after the Termination Date to the extent necessary for the winding down the

operation of the Program in a manner consistent with the terms of this Agreement.

(d) Ownership of the Bank Licensed Marks. Company acknowledges that (i) the Bank Licensed Marks, all rights therein, and the goodwill associated therewith, are, and shall

remain, the exclusive property of Bank, (ii) it shall take no action which will adversely affect Bank's exclusive

ownership of the Bank Licensed Marks or the goodwill associated with the Bank Licensed Marks, and (iii) any and

all goodwill arising from use of the Bank Licensed Marks by Company, its Affiliates and any subcontractors shall

inure to the benefit of Bank. Nothing herein shall give Company any proprietary interest in or to the Bank Licensed

Marks, except the right to use the Bank Licensed Marks in accordance with this Agreement, and Company shall not

contest Bank's title in and to the Bank Licensed Marks.

(e) Infringement by Third Parties. Company shall use reasonable efforts to notify Bank, in writing, in

the event that it has Knowledge of any infringing use of any of the Bank Licensed Marks by any third party. If any

of the Bank Licensed Marks is infringed, Bank alone has the right, in its sole discretion, to take whatever action it

deems necessary to prevent such infringing use. Company shall reasonably cooperate with and assist Bank, at

Bank’s expense, in the prosecution of those actions that Bank determines, in its sole discretion, are necessary or

desirable to prevent the infringing use of any of the Bank Licensed Marks.

Section 9.3. Ownership of Intellectual Property.

(a) Ownership of Existing and Independently Developed Intellectual Property. Notwithstanding anything else stated herein, each party shall continue to own all of its Intellectual Property that existed as of the

Effective Date. Unless otherwise agreed in writing by the parties, each party shall own all right, title and interest in

the Intellectual Property that it develops independently of the other party during the period from the Effective Date

through the Termination Date.

(b) Ownership of Certain Intellectual Property. Company shall solely own all Program Materials (and

all Intellectual Property relating thereto) developed during the period from the Effective Date through the

Termination Date whether the same are developed independently or jointly. Company shall solely own the Program

Website (and all Intellectual Property relating thereto) developed during the period from the Effective Date through

the Termination Date whether the same is developed independently or jointly, including the Program Website’s look

and feel and content, but excluding any Bank proprietary system or platform that is engaged by the Program Website

(which shall be owned solely by the Bank).

(c) Ownership of Joint Intellectual Property. Unless otherwise agreed in writing by the parties, any

Intellectual Property developed through the combined efforts of the parties during the period from the Effective Date

through the Termination Date (which in no event shall include trademarks or service marks) shall be owned jointly

by the parties ("Joint IP"). Each party shall have the right to use, license and otherwise exploit Joint IP without any

restriction or obligation to account to the other party. For purposes of this Section 9.3(c), "combined efforts" means

co-invention with respect to patents consistent with patent law and joint authorship with respect to copyrights

consistent with copyright law.

(d) Prosecution and Maintenance of Joint IP.

(i) Patents. Company shall have the right, but not the obligation, to file, prosecute and

maintain in the name of Bank and Company all patent applications and patents

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claiming inventions constituting Joint IP in the name of Bank and Company. Bank may suggest claims for Company

to file. Company and Bank agree to equally share all costs, fees, and expenses incurred by Company from and after

the date of this Agreement in connection with the filing and prosecution of patent applications and maintenance of

patents claiming jointly owned inventions constituting Joint IP. If Bank elects not to pay for any such costs, fees

and expenses for a particular application or patent, Bank shall provide sixty days advance notice to Company, at
which time Bank will no longer be deemed a joint owner of such application or patent. If Company elects not to
maintain a jointly owned patent or prosecute a jointly owned application, Company shall provide sixty days advance
notice of its election, at which time Company will no longer be deemed a joint owner of such application or patent
provided that Bank elects to pay all costs, fees and expenses to prosecute such application or maintain such patent in
Bank's name.

(ii) Copyrights. Company shall have the right, but not the obligation, to file and maintain in
the name of Bank and Company all copyright applications and issued copyright registrations with respect to works
of joint authorship hereunder that constitute Joint IP. Company and Bank agree to equally share all costs, fees, and
expenses incurred by Company from and after the date of this Agreement in connection with the filing of copyright
applications and maintenance of copyright registrations constituting Joint IP. If Bank elects not to pay for any such
costs, fees and expenses for a particular application or copyright registration, Bank shall provide sixty days advance
notice to Company, at which time Bank will no longer be deemed a joint owner of such application or registered
copyright. If Company elects not to maintain a jointly owned copyright registration, Company shall provide sixty

days advance notice of its election, at which time Company will no longer be deemed a joint owner of such

copyright application provided that Bank elects to pay all costs, fees and expenses to maintain such copyright

registration in Bank's name.

(e) Enforcement of Joint IP.

(i) Each party shall promptly notify the other in writing of any alleged or threatened

infringement or challenge to the validity, enforceability, inventorship or ownership of any Joint IP of which such

party becomes aware.

(ii) Each party agrees to be joined in any proceeding brought by the other with respect to the

Joint IP to the extent legally necessary, provided that each party shall be obligated to pay its costs and expenses

incurred in connection with such joinder, including attorneys' fees and all other costs incurred in connection

therewith. The party bringing such action shall retain any proceeds, including awards or settlements, in connection

with such action, subject to the parties sharing ratably in such proceeds with respect to their respective costs and

expenses incurred with respect to such action. In the event one of the parties decides not to participate in the

proceeding and is legally required to do so (the "Opt Out Party"), the Opt Out Party shall assign its interests to the

other party for no additional consideration and shall be granted a license from the other party on an "as-is" basis

without any liability in relation thereto to use such formerly Joint IP in the same manner and

capacity as used by the

Opt Out Party prior to the assignment, and the remaining owner of such formerly Joint IP shall then have the option

to continue to prosecute such proceeding. If the remaining owner of such formerly Joint IP elects not to prosecute

such proceeding or abandons the same, such remaining owner shall, upon written notice from the Opt Out Party,

reassign an undivided interest in such formerly Joint IP to

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the Opt Out Party for no additional consideration, in which case such formerly Joint IP shall once again be

considered Joint IP.

(iii) If a third party brings a claim or initiates an action to obtain a declaration of invalidity,

unenforceability, inventorship or non-infringement with respect to any Joint IP (a “DJ Action”) against either party,

the named party shall defend such DJ Action at its sole cost and expense. The other party shall have the right, but

not the obligation, to participate in such DJ Action at its own cost and expense. Neither party shall have the right to

settle any DJ Action in a manner that diminishes in any material respect the rights or interest of the other party,

without the other party’s prior written consent, which consent shall not be unreasonably withheld, conditioned or

delayed.

Section 9.4. Credit Underwriting Standards, Scoring Models, and Certain Other Intellectual Property

Used in the Program.

(a) Notwithstanding anything to the contrary set forth herein, to the extent that any underwriting standards and credit scoring models developed based on Cardholder Data and used in connection with the Program

are not considered Joint IP, Bank hereby grants to Company a perpetual, irrevocable, royalty-free, fully paid license

to use the same in connection with the Program and any successor thereto established by Company whether alone or

with a third party. Such license includes the right to update, modify, enhance and prepare derivative works of the

same and to sublicense any or all of the foregoing rights to third parties solely in connection with the Program and

any successor thereto, and such license is granted on an “as is” basis and Bank shall have no liability in relation

thereto.

(b) To the extent that any Intellectual Property of Company (other than trademarks or service marks)

is used in the Program and is not considered Joint IP, Company hereby grants to Bank a royalty-free, fully paid

license to use the same solely in connection with the Program. Such license includes the right to sublicense the

same to third parties solely in connection with the Program, and such license shall terminate on the later of (i) the

Termination Date, or (ii) the end of the Interim Servicing Period, if applicable. Except as expressly set forth herein

or in the Purchase Agreement, such license is granted on an “as is” basis and Company shall have no liability in

relation thereto.

(c) To the extent that any Intellectual Property of Bank (other than trademarks or service marks and

matters addressed in accordance with Section 9.4(a)) is used in the Program and is not considered Joint IP, Bank

hereby grants to Company a royalty-free, fully paid license to use the same solely in connection with the

Program. Such license includes the right to sublicense the same to third parties solely in connection with the

Program, and such license shall terminate on the later of (i) the Termination Date, or (ii) the end of the Interim

Servicing Period, if applicable. Except as expressly set forth herein or in the Purchase Agreement, such license is

granted on an “as is” basis and Bank shall have no liability in relation thereto.

Section 9.5. Cooperation Duty.

Without any additional compensation, each party shall execute any documents requested by the other and shall perform any and all further acts deemed necessary or desirable

by the other to confirm, exploit or enforce the ownership of each party to Intellectual Property set

forth in this

ARTICLE IX. If a party fails to do so, such party hereby authorizes the other party and its agents and/or

representatives to execute all such documents in such party’s name and on such party’s behalf. In addition, Bank

agrees to cooperate fully in the preparation, filing, and prosecution of any patent or copyright applications under this

Agreement that constitute Joint IP and in the obtaining and maintenance of any extensions, supplementary

protection certificates, renewals and the like with respect to any patent or registered copyright that constitutes Joint

IP. Such cooperation includes promptly informing Company of any matters coming to Bank’s attention that may

affect the preparation, filing, prosecution or maintenance of any patents, patent applications, registered copyrights

and copyright applications that constitute Joint IP.

ARTICLE X

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 10.1. General Representations and Warranties of Company.

To induce Bank to establish and administer the Program, and except as Previously Disclosed, Target

Corporation and GAME STOPEnterprise, Inc. jointly and severally make the following representations and warranties to

Bank, each and all of which, except as provided below, shall be deemed to be restated and remade on and as of the

Effective Date, the Closing Date and each other date on which a payment is made by Bank to

Company

hereunder. The representations and warranties in Section 10.1(c) with respect to the securities issued by Target

Credit Card Master Trust and any contract, instrument, agreement, consent or approval relating thereto are made

solely as of the Closing Date. The representations and warranties in Section 10.1(e) and in Section 10.1(g) are made

solely as of the Effective Date and the Closing Date.

(a) Corporate Existence. Company (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of its incorporation with its principal office as indicated in the first paragraph of

this Agreement, except as such principal office may change subsequent to the Effective Date; (ii) is duly licensed or

qualified to do business as a corporation and is in good standing as a foreign corporation in all jurisdictions in which

the nature of the activities conducted or proposed to be conducted by it or the character of the assets owned or leased

by it makes such licensing or qualification necessary except to the extent that its non-compliance would not

reasonably be expected to have, individually or in the aggregate, a material and adverse effect on the Accounts, the

Cardholder Indebtedness, the Program or Company’s ability to perform its obligations hereunder (collectively, a

“Company Material Adverse Effect”); and (iii) has, or an Affiliate of Company has, all necessary licenses, permits,

consents or approvals from or by, and has made all necessary notices to and filings with, all

governmental

authorities having jurisdiction, to the extent required for Company to perform its obligations under this Agreement

or otherwise required for the conduct and operation of its business, except to the extent that the failure to obtain such

licenses, permits, consents or approvals or to provide such notices or filings would not reasonably be expected to

have, individually or in the aggregate, a Company Material Adverse Effect.

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(b) Capacity; Authorization; Validity. Company has all necessary corporate power and authority to (i) execute and enter into this Agreement, and (ii) perform the obligations required of Company under this

Agreement and the other documents, instruments and agreements executed by Company pursuant hereto. The

execution and delivery by Company of this Agreement and all documents, instruments and agreements executed and

delivered by Company pursuant hereto, and the consummation by Company of the transactions specified herein,

have been duly and validly authorized and approved by all necessary corporate action of Company. This Agreement

(A) has been duly executed and delivered by Company, (B) constitutes the valid and legally binding obligation of

Company, and (C) is enforceable in accordance with its terms (subject to applicable bankruptcy,

insolvency,

reorganization, receivership or other laws affecting the rights of creditors generally and by general equity principles

including those respecting the availability of specific performance).

(c) Conflicts; Defaults; Etc. The execution, delivery and performance of this Agreement by

Company, its compliance with the terms hereof, and its consummation of the transactions specified herein will not

(i) conflict with, violate, result in the breach of, constitute an event which would, or with the lapse of time or action

by a third party or both would, result in a default under, or accelerate the performance required by, the terms of any

material contract, instrument or agreement to which Company is a party or by which it is bound, or by which

Company assets are bound, except for conflicts, breaches and defaults which would not reasonably be expected to

have, individually or in the aggregate, a Company Material Adverse Effect; (ii) conflict with or violate the articles of

incorporation or by-laws, or any other equivalent organizational document(s), of Company; (iii) violate any

Applicable Law, or conflict with or require any consent or approval under any judgment, order, writ, decree, permit

or license, to which Company is a party or by which it is bound or affected, except to the extent that such violation

or the failure to obtain such consent or approval would not reasonably be expected to have, individually or in the

aggregate, a Company Material Adverse Effect; (iv) require the consent or approval of any other

party to any

contract, instrument or commitment to which Company is a party or by which it is bound, which consent or approval

has not been obtained, except to the extent that the failure to obtain such consent or approval would not reasonably

be expected to have, individually or in the aggregate, a Company Material Adverse Effect; or (v) require any filing

with, notice to, consent or approval of, or any other action to be taken with respect to, any regulatory authority,

which filing, notice, consent or approval has not been made, given or obtained, as appropriate, except to the extent

that the failure to obtain such consent or approval would not reasonably be expected to have, individually or in the

aggregate, a Company Material Adverse Effect.

(d) Solvency. Company is solvent.

(e) No Default. Neither Company nor any of its Affiliates nor, to the best of its Knowledge, any

subcontractors performing material Program services or functions is in default with respect to any contract,

agreement, lease, or other instrument to which it is a party or by which it is bound, except for defaults which would

not have a Company Material Adverse Effect, nor has Company received any notice of default under any contract,

agreement, lease or other instrument regarding a default which, if realized, would have, or would reasonably be

expected to have, a Company Material Adverse Effect.

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(f) Books and Records. All of Company's and its Affiliates' records, files and books of account with respect to the Accounts, the Cardholder Indebtedness, and the Program's economics are in all material respects

complete and correct and are maintained in accordance with Applicable Law, except to the extent that the failure to

so maintain such books and records would not reasonably be expected to have a Company Material Adverse Effect.

(g) No Litigation. No action, claim or any litigation, proceeding, arbitration, investigation or

controversy is pending or, to the best of Company's Knowledge, threatened against Company or its Affiliates or, to

the best of Company's Knowledge, their subcontractors that provide material services to the Program, at law, in

equity or otherwise, before any court, board, commission, agency or instrumentality of any federal, state, or local

government, or of any agency or subdivision thereof, or before any arbitrator or panel of arbitrators which has had,

or would reasonably be expected to have, a Company Material Adverse Effect. Neither Company nor any of its

Affiliates performing servicing functions is the subject of any action by a regulatory authority and none of such

Persons is subject to any agreement, orders or directives with any regulatory authority, which, in each case, has had,

or if adversely determined, would reasonably be expected to have, a Company Material Adverse

Effect.

(h) Company Licensed Marks. Company or its Affiliates is the owner of the Company Licensed Marks, and Company has the right, power and authority to license to Bank and authorized designees the use of the Company Licensed Marks in connection with the Program, and the use of the Company Licensed Marks by said licensees in a manner approved (or deemed approved) by Company shall not (i) violate any Applicable Law or (ii) infringe upon the right(s) of any third party, in either case to an extent that would reasonably be expected to have a Company Material Adverse Effect.

(i) Internal Controls Over Financial Reporting. Company has implemented with respect to the Program "disclosure controls and procedures" and "internal control over financial reporting" (as defined in Rules 13a-15 and 15d-15 of the Exchange Act) reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by Company with respect to the Program in the reports that Company files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and that all such information is accumulated and communicated to Company's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the Chief Executive Officer and Chief Financial Officer of Company required under the Exchange

Act with respect to such reports.

(j) Servicing Qualifications. Company or such other Affiliates of Company as are servicing the Accounts are licensed and qualified in all jurisdictions as necessary to service the Accounts in accordance with all

Applicable Laws, except where the failure to be so qualified would not reasonably be expected to have, individually

or in the aggregate, a Company Material Adverse Effect. Company or such other Affiliates of Company as are

servicing the Accounts have all necessary facilities and, equipment, supplies and such other resources as are

reasonably necessary to provide any services required to be provided pursuant to Section 4.1 and Section 4.12. Schedule 10.1(j) sets forth an accurate and complete list of contracts and agreements that are utilized

primarily in the conduct of the Cardholder Service activities of Company and its Affiliates as of the Effective Date

(other than contracts that are immaterial to such activities).

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Commission.

Section 10.2. General Representations and Warranties of Bank.

To induce Company to enter into this Agreement and participate in the Program, and except as Previously

Disclosed, Bank makes the following representations and warranties to Company, each and all of which shall be

deemed to be restated and remade on and as of the Effective Date and the Closing Date and

each other date on

which a payment is made by Bank to Company hereunder. The representations and warranties in Section 10.2(e) and in Section 10.2(g) are made solely as of the Effective Date and the Closing Date.

(a) Corporate Existence. Bank (i) is a national banking association duly organized, validly existing, and in good standing under the laws of the United States with its principal office as indicated in the first paragraph

of this Agreement, except as such principal office may change subsequent to the Effective Date, subject to the

provisions of Section 17.3; (ii) is duly licensed or qualified to do business as a banking corporation and is in good

standing as a foreign corporation in all jurisdictions in which the nature of the activities conducted or proposed to be

conducted by it or the character of the assets owned or leased by it makes such licensing or qualification necessary

except to the extent that its non-compliance would not reasonably be expected to have, individually or in the

aggregate, a material and adverse effect on the Program, the Accounts, the Cardholder Indebtedness or Bank’s

ability to perform its obligations hereunder (collectively, a “Bank Material Adverse Effect”); and (iii) has all

necessary licenses, permits, consents, or approvals from or by, and has made all necessary notices to and filings

with, all governmental authorities having jurisdiction, to the extent required for Bank to perform its obligations

under this Agreement or otherwise required for the conduct and operation of its business, except

to the extent that

the failure to obtain such licenses, permits, consents, or approvals or to provide such notices of filings would not

reasonably be expected to have, individually or in the aggregate, a Bank Material Adverse Effect.

(b) Capacity; Authorization; Validity. Bank has all necessary power and authority to (i) execute and

enter into this Agreement, and (ii) perform all of the obligations required of Bank under this Agreement and the

other documents, instruments and agreements executed by Bank pursuant hereto, subject to any changes required to

be made to the Account Documentation as required by Applicable Law or Network Rules upon the acquisition of the

Accounts by Bank. The execution and delivery by Bank of this Agreement and all documents, instruments and

agreements executed and delivered by Bank pursuant hereto, and the consummation by Bank of the transactions

specified herein, have been duly and validly authorized and approved by all necessary corporate action of

Bank. This Agreement (A) has been duly executed and delivered by Bank, (B) constitutes the valid and legally

binding obligation of Bank, and (C) is enforceable in accordance with its terms (subject to applicable bankruptcy,

insolvency, reorganization, receivership or other laws affecting the rights of creditors generally or financial

institutions in particular and by general equity principles including those respecting the availability of specific

performance).

(c) Conflicts; Defaults; Etc. The execution, delivery and performance of this Agreement by Bank, its

compliance with the terms hereof, and its consummation of the transactions specified herein will not (i) conflict

with, violate, result in the breach of, constitute an event which would, or with the lapse of time or action by a third

party or both would, result in a default under, or accelerate the performance required by, the terms of any material

contract,

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instrument or agreement to which Bank is a party or by which it is bound, except for conflicts, breaches and defaults

which would not reasonably be expected to have, individually or in the aggregate, a Bank Material Adverse Effect;

(ii) conflict with or violate the articles of association or by-laws, or any other equivalent organizational

document(s) of Bank; (iii) violate any Applicable Law, or conflict with or require any consent or approval under any

judgment, order, writ, decree, permit or license, to which Bank is a party or by which it is bound or affected, except

to the extent that such violation or the failure to obtain such consent or approval would not reasonably be expected

to have, individually or in the aggregate, a Bank Material Adverse Effect; (iv) require the consent or approval of any
other party to any contract, instrument or commitment to which Bank is a party or by which it is bound, which
consent or approval has not been obtained, except to the extent that the failure to obtain such consent or approval
would not reasonably be expected to have, individually or in the aggregate, a Bank Material Adverse Effect; or
(v) require any filing with, notice to, consent or approval of, or any other action to be taken with respect to, any
regulatory authority, which filing, notice, consent or approval has not been made, given or obtained, as appropriate,
except to the extent that the failure to obtain such consent or approval would not reasonably be expected to have,
individually or in the aggregate, a Bank Material Adverse Effect.
(d) Solvency. Bank is solvent.
(e) No Default. Neither Bank nor any of its Affiliates, nor to the best of its Knowledge, any of its subcontractors performing material Program services is in default with respect to any contract, agreement, lease, or
other instrument to which it is a party or by which it is bound, except for defaults which would not have a Bank
Material Adverse Effect, nor has Bank received any notice of default under any contract, agreement, lease or other
instrument regarding a default which, if realized, would have, or would reasonably be expected to have, a Bank
Material Adverse Effect.

(f) Books and Records. All of Bank's and its Affiliates' records, files and books of account with respect to the Accounts, the Cardholder Indebtedness and the Program's economics are in all material respects
complete and correct and are maintained in accordance with Applicable Law, except to the extent that the failure to
so maintain such books and records would not reasonably be expected to have a Bank Material Adverse Effect.

(g) No Litigation. No action, claim, or any litigation, proceeding, arbitration, investigation or controversy is pending or, to the best of Bank's Knowledge, threatened against Bank or its Affiliates or, to the best
of Bank's Knowledge, their subcontractors (excluding Company) that provide material services to the Program, at
law, in equity or otherwise, before any court, board, commission, agency or instrumentality of any federal, state, or
local government or of any agency or subdivision thereof or before any arbitrator or panel of arbitrators which has
had, or would reasonably be expected to have, a Bank Material Adverse Effect. Bank, further, is not the subject of
any action by a regulatory authority and is not subject to any agreement, orders or directives with any regulatory
authority, which, in each case, has, or if adversely determined, would reasonably be expected to have, either a Bank
Material Adverse Effect.

(h) FDIC Insurance. The deposits of Bank are insured by the Federal Deposit Insurance Corporation
(the "FDIC") up to applicable limits, and to the best of Bank's Knowledge, no proceeding is contemplated to revoke
such insurance.

(i) Bank Licensed Marks. Bank or its Affiliates, as applicable, is the owner of the Bank Licensed Marks and has the right, power and authority to license to Company the use of the Bank Licensed Marks in
connection with the Program and the use of the Bank Licensed Marks by Company in a manner approved (or
deemed approved) by Bank shall not (i) violate any Applicable Law or (ii) infringe upon the right(s) of any third
party, in either case to an extent that would reasonably be expected to have a Bank Material Adverse Effect.

(j) Network Rights. Bank is a member in good standing of the Network in which the Co-Branded Credit Cards participate and has full authority under such Network Rules to issue the Co-Branded Credit Cards, use
and display (and permit Company to use and display in accordance with this Agreement) such Network trademarks,
servicemarks and logos, and otherwise perform its obligations under this Agreement.

(k) Servicing Qualifications. Bank or an Affiliate of Bank is licensed and qualified in all jurisdictions as necessary to service the Accounts in accordance with all Applicable Laws, except where the failure to be so
qualified would not reasonably be expected to have, individually or in the aggregate, a Bank Material Adverse

Effect.

Section 10.3. General Covenants of Company.

Company makes the following covenants to Bank, each and all of which shall survive the execution and

delivery of this Agreement, for so long as this Agreement is in force:

(a) Maintenance of Existence and Conduct of Business. Company shall preserve and keep in full force and effect its corporate existence other than in the event of a merger or consolidation in which Company is not

the surviving entity.

(b) Litigation. Company promptly shall notify Bank if it receives written notice of (i) any litigation that has had or would reasonably be expected to have a Company Material Adverse Effect or to materially impact

Bank in its role as originator and owner of Accounts under this Agreement or (ii) any action, order or directive by or

agreement with a Governmental Authority that Company is permitted to disclose under Applicable Law and that has

had or would reasonably be expected to have a Company Material Adverse Effect or with which Bank would be

required to comply under this Agreement. Company shall use commercially reasonable efforts to obtain permission

to make any such disclosure.

(c) Enforcement of Rights. Except as otherwise specified herein, Company shall enforce its rights against third parties to the extent that a failure to enforce such rights could reasonably be expected to materially and

adversely affect the Program, the Accounts in the aggregate or Bank’s or Company’s ability to perform its

obligations hereunder.

(d) Compliance. Subject to Section 3.6, Company shall at all times comply in all material respects with Applicable Law affecting its obligations under this Agreement, the Risk Management Policies, the Collections

Policies and the Compliance Practices.

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(e) Books and Records. Company shall keep adequate records and books of account of Company as

servicer with respect to the Accounts, the Cardholder Indebtedness and all aspects of the Program economics, in

which proper entries reflecting all of Company’s transactions are made in accordance with the terms of this

Agreement and with GAAP. All of such records, files and books of account shall be in all material respects

complete and correct and shall be maintained in accordance with good business practice and Applicable Law.

(f) Affiliate and Subcontractor Compliance. Company shall cause its Affiliates and subcontractors performing services in connection with the Program to comply with the terms of this Agreement applicable to them

or to the extent Company has delegated any of its rights and obligations to such Affiliates or subcontractors.

(g) Reports and Notices. Company shall provide Bank with notice specifying the nature of any Company Event of Default, or any event which, with the giving of notice or passage of time or

both, would

constitute a Company Event of Default, or any development or other information which is likely to have a Company

Material Adverse Effect. Notices pursuant to this Section 10.3(g) relating to Company Events of Default shall be

provided within two (2) Business Days after Company has Knowledge of the existence of such default. Notices

relating to all other events or developments described in this Section 10.3(g) shall be provided (i) promptly after

Company has Knowledge of the existence of such event or development if such event or development has already

occurred, and (ii) with respect to events or developments that have yet to occur, as early as reasonably practicable

under the circumstances. Any notice provided under this section shall be confirmed in writing to Bank within five

(5) Business Days after the transmission of the initial notice. A failure to deliver any notice pursuant to this

Section 10.3(g) shall not give rise to a Company Event of Default.

(h) Access to and Preservation of Electronic Information; Cooperation in Litigation. Company shall

(i) fully cooperate with Bank to fulfill Bank’s hard copy and electronic discovery obligations under Applicable Law

and to comply with Bank’s policies, procedures and practices (as they are periodically updated) in any litigation

related to or arising out of the Program, including any obligation to preserve documents, information and material

related to such litigation that is in Company’s custody or control; and (ii) cooperate, to the extent

reasonably

requested by Bank, in the handling and disposition of any such litigation; provided, however, that the party

ultimately responsible for discharging such litigation shall have the authority to take such actions as it deems

necessary or advisable, in its sole discretion, to discharge such litigation, subject, however, to the provisions of this

Agreement.

Section 10.4. General Covenants of Bank.

Bank makes the following covenants to Company, each and all of which shall survive the execution and

delivery of this Agreement, for so long as this Agreement is in force:

(a) Maintenance of Existence and Conduct of Business. Bank shall preserve and keep in full force and

effect its existence as a national banking corporation or association other than in the event of a merger or

consolidation in which Bank is not the surviving entity.

(b) Litigation. Bank promptly shall notify Company if it receives written notice of (i) any litigation that has had or would reasonably be expected to have a Bank Material Adverse Effect or to materially impact

Company in its role as servicer under this Agreement or (ii) any action, order or directive by or agreement with a

Governmental Authority that Bank is permitted to disclose under Applicable Law and that has had or would
reasonably be expected to have a Bank Material Adverse Effect or with which Company would be required to
comply in its role as servicer under this Agreement. Bank shall use commercially reasonable efforts to obtain
permission to make any such disclosure.

(c) Enforcement of Rights. Except as otherwise specified herein, Bank shall enforce its rights against
third parties to the extent that a failure to enforce such rights could reasonably be expected to materially and
adversely affect the Program, the Accounts, or Company's or Bank's ability to perform its obligations hereunder.

(d) Compliance. Bank shall at all times comply in all material respects with Applicable Law affecting
its obligations under this Agreement, the Risk Management Policies, the Collections Policies and the Compliance
Practices. Bank shall at all times maintain a national bank charter and FDIC insurance.

(e) Books and Records. Bank shall keep adequate records and books of account with respect to the
Accounts, the Cardholder Indebtedness and all aspects of the Program economics in which proper entries are made
in accordance with GAAP. All of such records, files and books of account shall be in all material respects complete
and correct and shall be maintained in accordance with good business practice and Applicable Law.

(f) Network. Bank shall remain a member in good standing of the Network in which the Co-Branded
Credit Cards participate, with full authority under Network Rules to issue the Co-Branded Credit Cards, use and
display (and permit Company to use and display in accordance with this Agreement) the Network trademarks,
servicemarks and logos and otherwise perform its obligations under this Agreement.
(g) Affiliate and Subcontractor Compliance. Bank shall cause its Affiliates and subcontractors performing services in connection with the Program to comply with the terms of this Agreement applicable to them
or to the extent Bank has delegated any of its rights and obligations to such Affiliate or subcontractors.
(h) Reports and Notices. Bank shall provide Company with notice specifying the nature of any Bank
Event of Default, or any event which, with the giving of notice or passage of time or both, would constitute a Bank
Event of Default, or any development or other information which is likely to have a Bank Material Adverse
Effect. Notices pursuant to this Section 10.4(h) relating to Bank Events of Default shall be provided within two
(2) Business Days after Bank has Knowledge of the existence of such default. Notices relating to all other events or
developments described in this Section 10.4(h) shall be provided (i) promptly after Bank has Knowledge of the
existence of such event or development if such event or development has already occurred, and (ii) with respect to

events or developments that have yet to occur, as early as reasonably practicable under the circumstances. Any

notice provided under this section shall be confirmed in writing to Company within five (5) Business Days after the

transmission of the initial notice.

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A failure to deliver a notice pursuant to this Section 10.4(h) shall not give rise to a Bank Event of Default.

(i) Access to and Preservation of Electronic Information; Cooperation in Litigation. Bank shall

(i) fully cooperate with Company to fulfill Company’s hard copy and electronic discovery obligations under

Applicable Law and to comply with Company’s policies, procedures and practices (as they are periodically updated)

in any litigation related to or arising out of the Program, including any obligation to preserve documents,

information and material related to such litigation that is in Bank’s custody or control; and (ii) cooperate, to the

extent reasonably requested by Company, in the handling and disposition of any such litigation; provided, however,

that the party ultimately responsible for discharging such litigation shall have the authority to take such actions as it

deems necessary or advisable, in its sole discretion, to discharge such litigation, subject, however, to the provisions

of this Agreement.

ARTICLE XI

CONFIDENTIALITY

Section 11.1. General Confidentiality.

(a) For purposes of this Agreement, “Confidential Information” of a particular party means all of the

following: (i) nonpublic information that is provided by or on behalf of such party to the other party or its agents in

connection with the Program; or (ii) information about such party or its Affiliates, or their respective businesses or

employees, that is otherwise obtained by the other party in connection with the Program, in each case including:

(A) information concerning marketing plans, objectives and financial results (other than any such information

disclosed to analysts and/or investors in the ordinary course of business); (B) information regarding business

systems, methods, processes, financing data, programs and products; (C) information unrelated to the Program

provided by such party to the other party in connection with this Agreement, including by accessing or being present

at the business location of the other party; (D) proprietary technical information of such party, including source

code; (E) terms of this Agreement, which shall be the confidential information of both parties; and (F) Non-

Personally Identifiable Information about Accounts and Program performance, which shall be the Confidential

Information of both parties. Confidential Information shall include Cardholder Data and Company Guest Data, but

the use, disclosure, and return/destruction of such information shall be governed by ARTICLE 6.

(b) The restrictions on disclosure of Confidential Information under this ARTICLE 11 shall not apply,

with respect to Company or Bank, to information that: (i) is already rightfully known to such party at the time it

obtains Confidential Information from the other party (other than information referred to above that is the

confidential information of both parties to which the restrictions of this ARTICLE XI shall apply notwithstanding

this clause (i)); (ii) is or becomes generally available to the public other than as a result of disclosure in breach of

this Agreement; (iii) is lawfully received on a non-confidential basis from a third party authorized to disclose such

information without restriction and without breach of this Agreement; (iv) is contained in, or is capable of being

discovered through examination of publicly available records or products; (v) is required to be disclosed by

Applicable Law (provided that, (A) in the case of

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any disclosure required by Governmental Authorities with jurisdiction over securities disclosure requirements,

including applicable stock exchange rules or regulations, if such disclosure addresses this Agreement, or the terms
and conditions hereof, then, for a period of two (2) years from the Effective Date, the party subject to the Applicable
Law shall consult with the other party regarding the proposed disclosure prior to disclosure to the extent practicable,
but shall not be required to obtain the other party's prior consent (and after such consultation no further consultation
shall be required for any future disclosure the contents of which are substantially the same as the disclosure for
which consultation was sought) and (B) in the case of any other disclosure other than as required by a Governmental
Authority with jurisdiction over securities disclosure requirement, including applicable stock exchange rules or
regulations, the party subject to the Applicable Law shall notify the other party of any such disclosure requirement
prior to disclosure and shall afford such other party an opportunity to seek a protective order to prevent or limit
disclosure of the Confidential Information to third parties and shall disclose Confidential Information of the other
party only to the extent required by such Applicable Law and such information shall remain Confidential
Information); or (vi) is developed by Company or Bank without the use of any proprietary, non-public information
provided by the other party under this Agreement. Nothing herein shall be construed to permit the Receiving Party

(as defined below) to disclose to any third party any Confidential Information that the Receiving Party is required to
keep confidential under Applicable Law.

(c) Except to the extent required by the Securities and Exchange Commission or other Governmental
Authority with jurisdiction over securities disclosure requirements or pursuant to applicable stock exchange rules or
regulations, or as authorized by advance consent of the non-disclosing party which has not subsequently been
withdrawn, Bank and Company shall keep confidential and not disclose this Agreement, or any of the terms and
conditions of this Agreement, to any third party other than Bank's or Company's Affiliates, employees, advisors,
attorneys, accountants, authorized agents, vendors, consultants, service providers and subcontractors of Bank,
Company, or their respective Affiliates, in each case who have signed a non-disclosure agreement with provisions
that are at least as protective of Confidential Information as the provisions of this ARTICLE 11. Notwithstanding
anything to the contrary herein, either party may disclose the Confidential Information (i) to banking regulators
having supervisory authority over such party, and to the extent such supervisory authority is subject to
confidentiality requirements under Applicable Law, such disclosure may be made without providing notice to the
other party; (ii) to a prospective Nominated Purchaser at the time, under the circumstances and

in accordance with

the procedures set forth in Section 15.2(h); and (iii) in connection with a transaction contemplated by Section 17.2.

(d) If Company or Bank receive Confidential Information of the other party (including Confidential Information owned by both parties) (“Receiving Party”), the Receiving Party shall do the following with respect to

the Confidential information of the other party (including the Confidential Information owned by both parties)

(“Disclosing Party”): (i) keep the Confidential Information of the Disclosing Party secure and confidential; (ii) treat

all Confidential Information of the Disclosing Party with the same degree of care as it accords its own Confidential

Information, but in no event less than a reasonable degree of care; and (iii) implement and maintain commercially

reasonable physical, electronic, administrative and procedural security measures, including commercially reasonable

authentication, access controls, virus protection and intrusion detection practices and procedures. Without limiting

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foregoing, the Receiving Party shall use a secure connection for the transmission of Confidential Information which

is Sensitive Data, and shall use commercially reasonable policies, procedures and systems for

storing and processing

Sensitive Data.

Section 11.2. Use and Disclosure of Confidential Information.

(a) Each Receiving Party shall use and disclose the Confidential Information of the Disclosing Party

only for the purpose of performing its obligations or enforcing its rights with respect to the Program and this

Agreement or as otherwise expressly permitted by this Agreement, and shall not accumulate in any way or make use

of such Confidential Information for any other purpose.

(b) Each Receiving Party shall: (i) limit access to the Disclosing Party’s Confidential Information to those Affiliates, employees, advisors, attorneys, accountants, authorized agents, vendors, consultants, service

providers and subcontractors of such Receiving Party and its Affiliates who have a reasonable need to access such

Confidential Information in connection with the Program in accordance with the terms of this Agreement; and

(ii) ensure that any Person with access to the Disclosing Party’s Confidential Information agrees to be bound by

contractual commitments of confidentiality or professional obligations at least as protective of Confidential

Information as the provisions of this ARTICLE 11 and maintains the existence of this Agreement and the nature of

their obligations hereunder strictly confidential.

(c) Information about Program marketing strategy, acquisition strategy, Credit Card usage, and use of

technology or systems that is unique to the Program and that does not include general expertise or know-how shall
not be shared with Bank employees who are dedicated to, or spend a majority of their time in respect of, any
program, product or service involving a Competing Retailer.

Section 11.3. Unauthorized Use or Disclosure of Confidential Information.

Each Receiving Party agrees that any unauthorized use or disclosure of Confidential Information of the
Disclosing Party would cause immediate and irreparable harm to the Disclosing Party for which money damages
would not constitute an adequate remedy. In that event, the Receiving Party agrees that injunctive relief shall be
warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving Party agrees
to: (a) promptly advise the Disclosing Party by telephone and in writing via facsimile or PDF e-mail of any use or
disclosure of the Disclosing Party’s Confidential Information in breach of this Agreement, including, without
limitation, any security breach that may have compromised any Confidential Information of the Disclosing Party, or
any unauthorized misappropriation, disclosure or use by any person of the Confidential Information of the
Disclosing Party which may come to its attention and (b) take all steps at its own expense reasonably requested by
the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

Section 11.4. Return or Destruction of Confidential Information.

Upon expiration or termination of this Agreement or, if applicable, the Interim Servicing Period, the

Receiving Party shall cease using and promptly, at Receiving Party’s option, return to Disclosing Party or arrange

for the destruction of any and all the Disclosing Party’s Confidential

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Information (including any electronic or paper copies, reproductions, extracts or summaries thereof); provided,

however, the Receiving party in possession of tangible property containing the Disclosing Party’s Confidential

Information may retain, subject to the terms of this Agreement, (a) such Confidential Information as may be present

in backup, recovery or similar archival or disaster recovery systems, (b) Confidential Information (i) that a

Receiving Party or its representatives are required to retain by Applicable Law or documented, internal retention

policies, or (ii) that are automatically retained as part of a computer back-up, recovery or similar archival or disaster

recovery system or form; provided such copies are not intentionally accessed except where required or requested by

Applicable Law or where disclosure is otherwise permitted under this Agreement, or (c) that a Receiving Party’s

representatives that are accounting firms retain in accordance with policies and procedures

implemented by such

persons in order to comply with Applicable Law or professional rules or standards. Such return or destruction shall

be certified in writing, including a statement that no copies of Confidential Information have been kept, except as

provided herein.

ARTICLE XII

RETAIL PORTFOLIO ACQUISITIONS AND DISPOSITIONS

Section 12.1. Retail Portfolio Acquisition.

(a) Right to Acquire Portfolio. In the event that Company purchases another retailer in the United States, or any operations, stores or other channels thereof, and the acquired retail operations or locations will bear a

Company Licensed Mark or other mark using the Company name, and the acquired retailer directly or through a

third party has a private label credit card and/or co-branded credit card portfolio (the “Acquired Retailer Portfolio”),

the following shall apply:

(i) Retailer that Operates a Credit Card Business. If the Acquired Retailer Portfolio is

offered directly by the retailer or an Affiliate, then if and to the extent Company has and elects to exercise the right

to acquire any portion of such Acquired Retailer Portfolio, the following shall apply:

(1) Company shall notify Bank of such transaction as soon as practicable, which

may in Company’s discretion be prior to or after Company’s purchase of such retailer, and, as between Company

and Bank, Company shall:

(ii) Retailer that has a Private Label and/or Co-Branded Credit Card Business with another

Issuer. If the Acquired Retailer Portfolio is offered through a third-party issuer, the following shall apply:

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(iii) Retailer that has a Private Label and/or Co-Branded Credit Card with Bank. If the

Acquired Retailer Portfolio is offered through Bank, the Parties shall discuss in good faith whether: (A) to continue

to operate this Program and the Acquired Retailer Portfolio separately under each respective existing program

agreement; or (B) integrate the Acquired Retailer Portfolio and this Program as mutually agreed upon by written

amendment to the applicable program agreements. If the parties are unable to reach an agreement within sixty (60)

days following the closing of Company’s purchase of such retailer, the parties shall continue to operate this Program

and the Acquired Retailer Portfolio separately under each respective existing program agreement. If the Acquired

Retailer Portfolio program agreement terminates before the termination of this Program Agreement, the parties shall

have the same rights with respect to such agreement as are set forth in Section 12.1(a)(ii)(4).

(iv) Other Payment Products. Neither Bank nor Company shall have any obligation under

subsections (i), (ii) or (iii) of this Section 12.1(a) with respect to any other payment card product.

(b) Conversion of Purchased Accounts. If Bank acquires any Acquired Retailer Portfolio pursuant to
Section 12.1(a)(i) or Section 12.1(a)(ii), or must integrate an Acquired Retailer Portfolio as set forth in
Section 12.1(a)(iii), Bank shall integrate such Acquired Retailer Portfolio with the Program as follows:

Section 12.2. Retail Portfolio Disposition.
Nothing in this Agreement shall be deemed to require Company to maintain any Company Channel, in
whole or in part, or prevent Company from ceasing to operate any Company Channel, in whole or in part. In the
event Company arranges for the disposition of any separately identifiable group of its retail establishments in the
United States, Company may, in its discretion, offer its designated purchaser the right to offer to acquire the portion
of the Program Assets related to such disposition (excluding Existing Receivables, except at Bank’s option). In
the event Company does not elect to offer Program Assets related to a disposition to the purchaser in such
disposition, or such purchaser in such disposition fails to purchase such Program Assets and there is not a
commercially reasonable basis to maintain the Accounts

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related to the disposition in the Program, Bank may elect within ninety (90) days of such disposition to apply the

provisions of Section 15.3(c) to such Program Assets.

ARTICLE XIII

EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 13.1. Events of Default.

The occurrence of any one or more of the following events (regardless of the reason therefor) shall

constitute an event of default by a party hereunder:

(a) Such party shall fail to make a payment of any material amount due and payable pursuant to this

Agreement (other than payment defaults under Section 13.2(a) or Section 13.3(a)) that is not disputed in good faith

and such failure shall remain unremedied for a period of three (3) Business Days after the non-defaulting party shall

have given notice thereof by 5 p.m. Eastern.

(b) Such party shall fail to perform, satisfy or comply with any obligation, condition, covenant or other provision contained in this Agreement (other than failure to comply with any service level standard set forth

in Schedule 4.13(a), and (i) such failure shall remain unremedied for a period of thirty (30) days after the other party

shall have given notice thereof or, if the same cannot be cured in a commercially reasonable manner within such

time, the same shall not constitute an event of default if the party shall have initiated and

diligently pursued a cure

within such time and such cure is completed within sixty (60) days from the date of notice regarding such failure,

and (ii) such failure shall or would reasonably be expected to have a material and adverse effect on the Program,

Bank Licensed Marks or Company Licensed Marks, or materially diminish the economic value of the Program to

the other party.

(c) Any representation or warranty by such party contained in this Agreement shall not be true and

correct in any respect as of the date when made or reaffirmed, and (i) the party making such representation or

warranty shall fail to cure the event giving rise to such breach within thirty (30) days after the other party shall have

given notice thereof specifying the nature of the breach in reasonable detail or, if the same cannot be cured in a

commercially reasonable manner within such time, the same shall not constitute an event of default if the party shall

have initiated a cure within such time and such cure shall be completed within sixty (60) days from the date of

notice regarding such breach, and (ii) such failure shall or would reasonably be expected either to have a material

and adverse effect on the Program, Bank Licensed Marks or Company Licensed Marks, or materially diminish the

economic value of the Program to the other party.

Section 13.2. Defaults by Bank.

The occurrence of any one or more of the following events (regardless of the reason therefore) shall

constitute an event of default by Bank:

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(a) Bank fails to settle in accordance with Section 7.2, any amount that is not disputed in good faith,

within two (2) Business Days after Company shall have given notice thereof by 5 p.m. Eastern.

(b) Bank shall no longer be solvent or shall fail generally to pay its debts as they become due or there

shall be a substantial cessation of Bank's regular course of business.

(c) The OCC or any other regulatory authority having jurisdiction over Bank shall order the

appointment of a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar official) of Bank or of

any substantial part of its properties, or order the winding-up or liquidation of the affairs of Bank, and such order

shall not be vacated, discharged, stayed or bonded within sixty (60) days from the date of entry thereof.

(d) Bank shall (i) consent to the institution of proceedings specified in paragraph (c) above or to the

appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee or sequestrator (or similar

official) of Bank of any substantial part of its properties, or (ii) take corporate action in furtherance of any such

action.

(e) Bank (i) fails to be adequately capitalized pursuant to capital requirements established from time to

time by the OCC; and (ii) fails to correct such capital deficiency within thirty (30) days of the required

implementation date for the capital requirement. Bank shall notify Company in writing promptly (but in any event,

within ten (10) Business Days) after the expiry of Bank's failure to correct its capital deficiency as provided above.

(f) There shall be any action, claim or any litigation, proceeding, arbitration, investigation or

controversy that is adversely determined against Bank or its Affiliates, at law, in equity or otherwise, before any

court, board, commission, agency or instrumentality of any federal, state, or local government, or of any agency or

subdivision thereof, or before any arbitrator or panel of arbitrators, and such determination is final, non-appealable

and has a material and adverse effect on Bank's ability to perform its obligations under this Agreement.

Section 13.3. Defaults by Company.

The occurrence of any one or more of the following events (regardless of the reason therefor) shall

constitute an event of default by Company:

(a) Company fails to settle in accordance with Section 7.2 any amount that is not disputed in good

faith within two (2) Business Days after Bank shall have given notice thereof by 5 p.m. Eastern.

(b) Company shall no longer be solvent or shall fail generally to pay its debts as such debts

become

due or there shall be a substantial cessation of Company’s regular course of business.

(c) A petition under the Bankruptcy Code or similar law shall be filed against Company or any of its

Affiliates and not be dismissed within sixty (60) days.

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(d) A decree or order by a court having jurisdiction (i) for relief in respect of Company pursuant to the

Bankruptcy Code or any other applicable bankruptcy or other similar law, (ii) for appointment of a custodian,

receiver, liquidator, assignee, trustee, or sequestrator (or similar official) of Company or of any substantial part of its

properties, or (iii) ordering the winding-up or liquidation of the affairs of Company shall be entered, and shall not be

vacated, discharged, stayed or bonded within sixty (60) days from the date of entry thereof.

(e) Company shall (i) file a petition seeking relief pursuant to the Bankruptcy Code or any other applicable bankruptcy or other similar law, (ii) consent to the institution of proceedings pursuant thereto or to the

filing of any such petition or to the appointment of or taking possession by a custodian, receiver, liquidator,

assignee, trustee or sequestrator (or similar official) of Company or any substantial part of its properties, or (iii) take

corporate action in furtherance of any such action.

(f) There shall be any action, claim or any litigation, proceeding, arbitration, investigation or controversy that is adversely determined against Company or its Affiliates, at law, in equity or otherwise, before any court, board, commission, agency or instrumentality of any federal, state, or local government, or of any agency or subdivision thereof, or before any arbitrator or panel of arbitrators, and such determination is final, non-appealable and has a material and adverse effect on Company's ability to perform its obligations under this Agreement.

Section 13.4. Remedies for Events of Default.

(a) In addition to any other rights or remedies available to the parties at law or in equity, upon the occurrence of a Company Event of Default or Bank Event of Default, the non-defaulting party shall be entitled, in addition to its termination rights under ARTICLE XIV, to collect any amount in default plus interest at the Federal Funds Rate and calculated on a three hundred sixty-five (365) day year basis, or such lesser amount permitted under Applicable Law.

(b) Upon the occurrence of an Event of Default by either party under Section 13.1(a), a Bank Event of Default under Section 13.2 or a Company Event of Default under Section 13.3, (in any such case, a "Trigger Event"), the non-defaulting party reserves the right at any time thereafter while the Trigger Event remains uncured to establish from amounts payable to the party in default hereunder, and/or require that the party

in default establish,

a reserve account (“Reserve Account”) or, at the party in default’s option, post a stand-by letter of credit in favor of

the non-defaulting party (“LOC”), such Reserve Account to be held by or such LOC to be issued by an institution

with a senior unsecured debt rating of at least BBB or its equivalent from at least two of Moody’s, Standard & Poor’s

and Fitch Ratings, for the purpose of providing an alternative source of funds for settlement. If Bank is the party in

default, any LOC shall be issued by a financial institution other than Bank or any of its Affiliates and reasonably

acceptable to Company.

(i) The initial amount of the Reserve Account or LOC will be equal to a reasonable estimate

of the gross payment obligations of the party in default over the next 30 day period, as determined by the non-

defaulting party.

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(ii) The non-defaulting party may adjust the amount of the Reserve Account or LOC to

reflect its current estimate of the 30 day payment obligations of the party in default upon three (3) business days’

written notice. At the request of the party in default, no more often than once every thirty (30) days while a Trigger

Event is continuing, the non-defaulting party shall reconsider the amount of the Reserve Account

or LOC.

(iii) The non-defaulting party may, upon three (3) business days' written notice to the party in default, apply funds in the Reserve Account (or draw upon the LOC, as applicable) to satisfy any obligations due from the party in default which the party in default has failed to pay when due as provided in this Agreement and which remain unpaid following notice. The party in default shall then promptly replenish the alternative funding source.

(iv) Funds in the Reserve Account shall remain in the Reserve Account (or the LOC shall remain in effect, as applicable) until either this Agreement has been terminated and the party in default has transmitted all payments as provided herein or the Trigger Event has been cured and has remained cured for at least sixty (60) consecutive days.

ARTICLE XIV

TERM/TERMINATION

Section 14.1. Term.

This Agreement shall continue in full force and effect from the Effective Date until the date which is seven (7) years from the Closing Date (the "Initial Term") unless earlier terminated as provided herein. The Agreement shall renew automatically without further action of the parties for successive two (2) year terms (each a "Renewal Term") unless either party provides written notice of non-renewal at least twelve (12) months prior to the expiration

of the Initial Term or current Renewal Term, as the case may be.

Section 14.2. Termination by Company Prior to the End of the Term.

Company may terminate this Agreement after the Closing Date but prior to the end of the Term:

(a) upon written notice upon the occurrence of a Bank Event of Default;

(b) upon thirty (30) days written notice delivered not more than thirty (30) days after the occurrence

thereof if there is (i) a change in control of Bank or a company that directly or indirectly controls Bank, (ii) a merger

or consolidation of Bank and Bank is not the surviving entity, (iii) a sale of all or substantially all of the assets of

Bank or (iv) a sale, transfer, conveyance or assignment of Bank's credit card business or any portion thereof that

includes the Accounts; provided, however, that a purely internal corporate reorganization or restructuring shall not

be deemed a change in control so long as Bank or any resulting entity that is an issuer under the Program (x) is a

national bank and (y) satisfies the requirements for assignment to an Affiliate pursuant to Section 17.3;

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Commission.

(c) upon thirty (30) days written notice if (i) any Change in Applicable Law materially impairs Company's ability to use Cardholder Data for its business purposes, beyond its role as servicer for the Program, and

(ii) the effects after giving effect to such Change in Applicable Law would be materially lessened

if Company and

its Affiliates operated the Program themselves and/or with a Person other than Bank; provided, however, that prior

to delivering a notice of termination pursuant to this Section 14.2(f), (x) Company shall engage in good faith

negotiations with Bank for a period of not less than thirty (30) days in an effort to modify the Program in a way that

would preserve at least the same level of access and use of such data for the benefit of Company following the

relevant Change in Applicable Law as was permitted prior to the date of this Agreement and if such access is

preserved Company shall have no such right to deliver a notice of termination pursuant to this Section 14.2(f) and

(y) in order to deliver a notice of termination pursuant to this Section 14.2(f), Company shall provide written notice

of its election to commence negotiations pursuant to this Section not later than ninety (90) days after the effective

date of such Change in Applicable Law;

(d) upon thirty (30) days written notice if (i) any Change in Applicable Law materially impairs Company's ability to act as servicer for the Program as provided herein (it being understood and agreed that an

increase in costs shall not be deemed to materially impair Company's ability to act as servicer for purposes of this

Section 14.2(d)) and (ii) the effects after giving effect to such Change in Applicable Law would be materially

lessened if Company and its Affiliates operated the Program themselves and/or with a Person

other than

Bank; provided, however, that prior to delivering a notice of termination pursuant to this

Section 14.2(d),(x) Company shall engage in good faith negotiations with Bank for a period of not less than thirty

(30) days in an effort to modify the Program in a way that would preserve at least the same level of ability to act as

servicer following the relevant Change in Applicable Law as was permitted prior to the date of this Agreement and

if such ability is preserved Company shall have no such right to deliver a notice of termination pursuant to this

Section 14.2(d) and (y) in order to deliver a notice of termination pursuant to this Section 14.2(d), Company shall

provide written notice of its election to commence negotiations pursuant to this Section not later than ninety (90)

days after the effective date of such Change in Applicable Law;

(e) in accordance with Section 4.5(d);

(f) in accordance with Section 4.14(c);

(g) upon written notice if neither Bank Guarantor nor Bank has a senior unsecured debt rating of at least A or its equivalent from at least two of Moody’s, Standard & Poor’s and Fitch Ratings, provided that

Company shall have no right to deliver a notice of termination pursuant to this Section 14.2(g) to the extent Bank

establishes and maintains a Reserve Account or posts a LOC as provided by Section 13.4(b) hereof, and in such case

Company shall have the rights and obligations of a non-defaulting party under Section 13.4(b) and Bank shall have

the rights and obligations of a defaulting party under Section 13.4(b); or

(h) upon written notice if Bank shall fail to perform, satisfy or comply with any obligation, condition,

covenant or other provision contained in this Agreement for a period of not less than sixty (60) consecutive days due

to a Force Majeure Event and such failure shall either

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have a material and adverse effect on the Program, the Bank Licensed Marks or the Company Licensed Marks, or

materially diminish the economic value of the Program to Company.

Section 14.3. Termination by Bank Prior to the End of the Term.

Bank may terminate this Agreement after the Closing Date but prior to the end of the Term:

(a) upon notice upon the occurrence of a Company Event of Default;

(b) in accordance with Section ;

(c) upon thirty (30) days notice if a Change in Applicable Law results in a reduction in Alternative Risk-Adjusted Revenue as provided in Schedule 14.3(c);

(d) upon written notice if GAME STOPCorporation does not have a senior unsecured debt rating of at least BB or its equivalent from at least two of Moody’s, Standard & Poor’s and Fitch Ratings, provided that Bank shall

have no such right to deliver a notice of termination pursuant to this Section 14.3(d) to the extent Company

establishes and maintains a Reserve Account or posts a LOC as provided by Section 13.4(b) hereof, and in such case

Bank shall have the rights and obligations of a non-defaulting party under Section 13.4(b) and Company shall have

the rights and obligations of a defaulting party under Section 13.4(b); or

(e) upon notice if Company shall fail to perform, satisfy or comply with any obligation, condition, covenant or other provision contained in this Agreement for a period of not less than sixty (60) consecutive days due

to a Force Majeure Event and such failure shall either have a material and adverse effect on the Program, the Bank

Licensed Marks or the Company Licensed Marks, or materially diminish the economic value of the Program to

Bank.

Section 14.4. Termination Prior to Closing Date.

(a) This Agreement shall terminate automatically if the Purchase Agreement terminates prior to the

Closing Date.

(b) Company may terminate this Agreement upon notice to Bank on or prior to the Closing Date if a

Bank Event of Default shall have occurred.

(c) Bank may terminate this Agreement upon notice to Company on or prior to the Closing Date if a

Company Event of Default shall have occurred.

ARTICLE XV

EFFECTS OF TERMINATION

Section 15.1. General Effects.

(a) In the event of termination prior to the Closing Date, all obligations of the parties under this Agreement shall cease, except that the provisions specified in Section 17.22 shall survive.

(b) In the event of termination following the Closing Date, all obligations of the parties including (i) operating the Program and servicing of the Accounts in good faith and in the ordinary course of their respective businesses, (ii) compensation as set forth in ARTICLE VIII, (iii) originating and extending credit on Accounts and funding Cardholder Indebtedness, (iv) solicitations, marketing and advertising of the Program, (v) acceptance of Credit Card Applications through Company Channels in the ordinary course of business consistent with past practice and (vi) acceptance of Credit Cards for payment by Company and its Affiliates in accordance with this Agreement, shall continue upon notice of termination or non-renewal of this Agreement by either party, except as the parties may mutually agree, subject to the terms of this Agreement, until the provisions of Section 15.2 and Section 15.3 are satisfied; provided, however, that Company may, at its option, upon notice to Bank, stop accepting Credit Card Applications, stop accepting Credit Cards as a form of payment in Company Channels, and/or stop marketing of the Program if Bank has breached its obligation to settle undisputed Company Transactions and has not cured such breach within two (2) Business Days of receipt of notice from Company of such breach; provided,

further, that

Company shall commence such acceptance once such breach has been cured. The parties will cooperate in good

faith to ensure the orderly wind-down or transfer of the Program, including the servicing thereof, in a manner that

minimizes any adverse effect on the Program, Cardholders and Bank. Each party shall pay its out-of-pocket costs

and expenses associated with the wind-down or transfer of the Program.

(c) In the event that Bank performs any of the servicing functions for the Program as of a Program Purchase Date (as defined below), Bank shall, upon request of Company or the Nominated Purchaser, continue to

provide interim servicing for a period of up to 13 months ("Bank Interim Servicing Period") from and after such date on the

same terms and conditions as existed on the Program Purchase Date.

(d) Upon the satisfaction of the provisions of Section 15.2 and Section 15.3, all obligations of the parties under this Agreement shall cease, except that the provisions specified in Section 17.22 shall survive.

Section 15.2. Company Option to Purchase the Program Assets.

(a) If this Agreement expires or is terminated by either party for whatever reason, except for

termination under Section 14.4 and except as set forth in Section 15.2(d), Company has the option to purchase (or to

arrange for one or more third parties nominated by Company (a "Nominated Purchaser") to purchase) from Bank the

Program Assets, including all relevant Account Documentation, Account information and history and other data

reasonably necessary

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to enable continuing operation and management of the Accounts (the “Purchase Option”), at the purchase price set
forth in Section 15.2(d), Section 15.2(e) or Section 15.2(f), as applicable, and on customary terms and conditions
(and no more onerous to (i) Bank than those applicable to Company in the Purchase Agreement or (ii) Company or
the Nominated Purchaser than those applicable to Bank in the Purchase Agreement).
(b) The Purchase Option is exercisable by Company or a Nominated Purchaser serving notice (the “Purchase Notice”) by the later of: (i) 5 days prior to expiration of the Term pursuant to Section 14.1 (or 8 months after notice
of termination pursuant to Section 14.2 or Section 14.3, if applicable) or (ii) 28 months after Company receives the
information required to be provided pursuant to Section 15.2(h).
(c) If such Purchase Option is exercised, Company or a Nominated Purchaser must complete the purchase of the Program Assets within 20 days after delivery of the Purchase Notice; provided, however, that
consummation of the purchase of the Program Assets shall occur no earlier than the Termination Date; provided,
further, that the 8 months timeframe may be extended up to 25 days after delivery of the Purchase Notice for required
regulatory approvals. The date of such completion shall be the “Program Purchase Date.”
(d) If this Agreement is terminated by Company in accordance with Section 14.2(f), Company’s

Purchase Option shall be for the Program Assets excluding the Existing Receivables. The purchase price for such
Program Assets, excluding the Existing Receivables, payable on the Program Purchase Date, shall be equal to par
value as of the Program Purchase Date of the Cardholder Indebtedness being purchased that has not been written off
in accordance with the Risk Management Policies. If Company exercises such Purchase Option for the Program
Assets excluding the Existing Receivables, Bank shall have the right, at its option, to require Company to purchase
the Existing Receivables for a purchase price equal to par value as of the Program Purchase Date of the Existing
Receivables that have not been written off in accordance with the Risk Management Policies. If Bank does not elect
to require Company to purchase the Existing Receivables, (i) Bank shall own such Existing Receivables and
Company shall continue to service such Existing Receivables under the financial terms set forth in ARTICLE VIII
and Schedule 8.1, and (ii) Company shall have the right, as of a purchase date to be mutually agreed upon by the
parties, to purchase pursuant to and exercisable only upon a Clean Up Call Option, for a purchase price equal to fair
market value as determined in accordance with Section 15.2(g), the remainder of the Existing Receivables that have
not been written off in accordance with the Risk Management Policies. Company shall maintain books and records

sufficient to identify the Existing Receivables.

(e) If this Agreement is terminated by either party in accordance with Section 14.2 or Section 14.3,

excluding Section 14.2(f), the purchase price for the Program Assets purchased, payable on the Program Purchase

Date, shall be equal to par value as of the Program Purchase Date of the Cardholder Indebtedness that has not been

written off in accordance with the Risk Management Policies.

(f) If this Agreement terminates in accordance with Section 14.1, the purchase price for the Program

Assets purchased, payable on the Program Purchase Date, shall be equal to:

(i) par value as of the Program Purchase Date of the Cardholder Indebtedness that did not

exist as of the Closing Date and that has not been written off in accordance with the Risk Management Policies; and

(ii) fair market value, as determined in accordance with Section 15.2(g), as of the Program

Purchase Date of the remainder of the Existing Receivables that have not been written off in accordance with the

Risk Management Policies, exercisable only pursuant to the terms of a Clean Up Call Option.

(g) Upon receipt of the Purchase Notice, if applicable, the parties shall enter into good faith

negotiations to determine the fair market value of the Existing Receivables for a period of thirty (30) days. In the

event that the parties do not reach agreement on the fair market value of the Existing

Receivables during such

period, Bank and Company shall each retain an Independent Appraiser who together shall select a third Independent

Appraiser. Bank and Company shall each pay fifty percent (50%) of the costs associated with the third Independent

Appraiser. The parties shall provide such information to the Independent Appraisers as is necessary to permit each

of the Independent Appraisers to provide a valuation of the Existing Receivables; provided, however, that the

information provided to both Independent Appraisers shall be identical. Such appraisals shall be performed on the

basis of the assumptions set forth in Schedule 15.2(g). The fair market value shall be the average of the two

(2) closest valuations received from the Independent Appraisers; provided, however, if the median valuation is equal

to the mean of the three (3) valuations, the fair market value shall be such median/mean value. The fair market

value determined in accordance with this Section 15.2(g) shall be final and binding on the parties and enforceable in

any court having jurisdiction. None of the Independent Appraisers can be compensated based on the outcome of

their appraisal or the outcome of the fair market value process.

(h) The parties will use commercially reasonable efforts to minimize transition costs. Following the

provision by either party of notice of termination or non-renewal of this Agreement or the occurrence of an event

that gives rise to a right of termination, or at any time during the 8 months period preceding the expiration of the Term,

promptly upon Company's request (but in no event later than 30 days after such request), Bank shall provide (i) Company

with Program-related data (and subject to this Section 15.2(h), Company is hereby authorized to use data in its

possession, in its capacity as servicer or otherwise) of the type that is both permitted to be disclosed by Applicable

Law and typically included in a request for proposal process to allow Company, its advisors and potential bidders to

value the Program Assets and provide a comprehensive bid, and (ii) Company and its prospective or actual

Nominated Purchasers (and Company, as servicer may provide prospective or actual Nominated Purchasers upon

prior notice to Bank) access to the books and records relating to the Program Assets and the performance of the

Program, including (to the extent permitted by Applicable Law) Account-level data typically accessed in such a

process, for the purpose of conducting due diligence investigations to determine whether they wish to purchase the

Program Assets; provided, however, that Company and any prospective or actual Nominated Purchaser shall enter

into confidentiality arrangements for the benefit of Bank that require the prospective or actual Nominated Purchaser

to maintain the confidentiality of such information to the same extent required by this Agreement and not to use the

information for any purpose other than the evaluation of whether to make an offer to purchase the Program Assets

before providing such data access. During this period, Bank shall

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make itself reasonably available to participate in due diligence with Nominated Purchasers. Notwithstanding

anything to the contrary contained herein, neither party shall, without the consent of the other party, (A) disclose the

terms of this Agreement to a potential Nominated Purchaser, other than the disclosure of termination-related rights

and deadlines and the terms of the purchase option referred to in Section 15.2 or (B) disclose the terms of this

Agreement to any third party with whom Company is considering entering into an arrangement permitted by

Section 2.5(e) or Section 2.5(f), other than the disclosure of the existence and terms of Bank's rights under such

Section to the extent reasonably necessary to inform such third party of the impact of such rights on such third party;

provided, however, that neither party shall disclose the specific criteria for risk underwriting decisions or the

economic terms of this Agreement to any third party (other than the economic terms to which a Nominated

Purchaser is required by the terms hereof to become party in connection with its purchase of the

Program Assets).

(i) Bank shall not charge, and Company shall have no obligation to pay, any deconversion costs related to the purchase of the portfolio by Company or a Nominated Purchaser.

(j) After the Program Purchase Date, Bank shall have no further rights in or to any Cardholder Data,

except as provided in Section 11.4. If the Purchase Option is not exercised, following the Termination Date, in no

event shall Bank solicit any Cardholder for any loan, product or service (other than any activities permitted by

Section 15.3) on the basis of such Person's status as a Cardholder or any other information obtained in connection

with the Program without Company's prior consent. For the avoidance of doubt, nothing in the Agreement shall

require Bank to delete Cardholders from general solicitations made by Bank when such Cardholders information

was obtained independently from third party sources of information.

(k) If Company exercises its right to purchase or select a Nominated Purchaser to purchase the Program Assets, Bank shall negotiate in good faith with respect to the assignment of Enhancement Products (to the

extent such products are not proprietary to Bank's credit card business), if any, to Company or its Nominated

Purchaser.

(l) Upon the Program Purchase Date, Company, as servicer, will notify the three major credit reporting bureaus that the designation on all Accounts purchased shall reflect that such Accounts have been

transferred.

(m) With respect to the Co-Branded Accounts, Bank will cooperate to transfer any and all right to interchange fees and any dedicated BINs to Company or its Nominated Purchaser as of the Program Purchase Date.

(n) Notwithstanding anything to the contrary in this Agreement, if Company exercises its right to purchase or select a Nominated Purchaser to purchase the Program Assets, Company shall have the right to

communicate with Cardholders regarding the new credit card program during the period beginning 10 days prior to the

Termination Date (and not prior thereto).

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Section 15.3. Rights of Bank if Purchase Option not Exercised.

(a) If this Agreement expires or is terminated and (i) Company gives notice that it will not exercise the

Purchase Option, or (ii) Company has provided Bank the Purchase Notice but is unable to consummate the purchase

of the Program Assets prior to the end of the Purchase Option period, Company shall provide Bank with interim

servicing for a period not to exceed $6,838.00, except as indicated below in this Section 15.3(a) (the “Company Interim

Servicing Period”), commencing as of the Termination Date; provided, however, Bank may request in writing that

the Company Interim Servicing Period be for a period of less than 5 days; provided, further, that the Company Interim

Servicing Period shall terminate upon the conversion of Accounts from Company's processing system to Bank's
processing system (or a third-party processor designated by Bank) ("Conversion"). In the event of a termination of
this Agreement as a result of a Bank Event of Default of a type described in Section 13.2(c) or (d), the Company
Interim Servicing Period shall extend until and end upon Conversion, even if such Conversion occurs after the end of the 8 months period referred to above, but in such event, Bank shall agree, at Company's request, to terminate charging
privileges on the Accounts following the Termination Date.

(b) During the Company Interim Servicing Period, Company will continue to service the Accounts in
accordance with this Agreement (and the provisions of the Agreement providing for such servicing shall survive
termination accordingly). Bank will not make changes to the Program, the Account Terms, or the Program Privacy
Notice during the Company Interim Servicing Period, except to the extent required by Applicable Law or the
Network Rules.

(c) During the Company Interim Servicing Period, Bank shall have the right to convert the Accounts
to alternative credit card products, provided that there shall be a single Conversion. The parties shall coordinate in
good faith to implement such conversion, and Company shall provide reasonable assistance to Bank to facilitate
such conversion and minimize disruption in connection therewith.

(d) During the Company Interim Servicing Period, Bank shall pay Company a monthly servicing fee

(or portion thereof) to Company of the greater of (x) $11.00 per Active Account for Private Label Accounts and $19.00 per Active Account for Co-Branded Accounts, or (y) the market rate for such servicing, which shall be

mutually agreed upon by the parties (provided, however, to the extent that Bank is performing any servicing

functions pursuant to Section 4.14, the servicing fee described in this clause (d) shall be reduced by an amount equal

to the market rate for (or if the servicing fee is being paid at the rate referred to in clause (x) above, the portion of

such rate allocable to) the servicing activities that have been transferred to Bank).

(e) During the Company Interim Servicing Period, Company shall continue to accept the Cards in Company Channels in substantially the same manner as it did at the commencement of the Company Interim

Servicing Period.

(f) During the Company Interim Servicing Period, Company shall maintain and fully fund the Value Proposition, and Company will continue to administer the Value Proposition.

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Commission.

(g) During the Company Interim Servicing Period, the Revenue Split shall be adjusted such that Bank

shall receive 19% of the Alternative Risk Adjusted Revenue as set forth in Schedule 8.1.

(h) The exclusivity provisions of Section 2.5 shall terminate upon the later of (1) the Termination

Date

or (2) the date that Company gives written notice that it will not exercise the Purchase Option, the time period for

the Purchase Option expires or Company (or its Nominated Purchaser) is unable to consummate a planned purchase,

as applicable;

(i) If this Agreement is terminated and (x) Company gives notice that it will not exercise the Purchase

Option, or (y) the time period for the Purchase Option expires and Company (or its Nominated Purchaser) is unable

to consummate the purchase of the Program Assets, Company shall have no further rights whatsoever in the

Program Assets except to the extent of Company ownership of Company Licensed Marks. In such event, Bank shall

have the right to:

(i) subject to Section 15.3(c), issue to Cardholders that Bank considers creditworthy a

replacement or substitute credit card (which card must not bear any Company Licensed Mark or other design, logo,

trademark, trade dress or service mark confusingly similar thereto) with such characteristics as Bank considers

appropriate (the cost of card re-design and re-issue being borne solely by Bank); provided, however, that Bank shall

not issue such a replacement or substitute card in cooperation with, branded by or with any name associated with, or

otherwise for the benefit of, any Competing Retailer; and provided, further, that any such offer to issue replacement

or substitute credit cards (which may include different credit cards to different Cardholders) shall be made at one
time to all Cardholders.
(ii) subject to Applicable Law, the Network Rules and to the terms of the relevant Credit
Card Agreement, notify Cardholders that Bank will cease providing credit under the Accounts and to require
repayment of all amounts outstanding on all Accounts until all associated receivables have been repaid;
(iii) subject to Section 15.3(c), sell the Accounts and associated Program Assets to a third
party purchaser selected by Bank at a price agreed between Bank and the purchaser; provided, however, that Bank
shall not sell the Accounts and associated receivables to or for the direct or indirect benefit of a Competing Retailer;
or
(iv) exercise its rights contained herein or in accordance with any combination of its rights
pursuant to subsection (i), subsection (ii) and subsection (iii) above; provided, however, that Bank shall not take any
action that would affect, preclude or limit Company in any way from directly or indirectly offering credit cards to
Company Guests.
(j) Effective as of the end of the Company Interim Servicing Period, Bank shall no longer utilize any
of Company Licensed Marks and must rebrand the Credit Cards, and if Bank does not terminate credit privileges
associated with Accounts, Bank shall replace, at its own cost, all outstanding Credit Cards with credit cards that do

not bear the Company Licensed Marks; provided, however, that, subject to Company's right to approve use of its

name in any materials

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including templates, Bank may continue to use the Company name to identify the Account for billing and collection

purposes and as required by Applicable Law.

(k) Company and Bank shall mutually agree upon a termination letter to be sent to Cardholders if Company does not purchase the Program Assets. The failure of Company to purchase the Accounts shall not

preclude or limit Company in any way from offering credit cards to Company Guests, including persons who are or

were Cardholders, whether through itself, an Affiliate or a third-party issuer, after the Termination Date; provided

that for a period of 23 months after the Termination Date, Company shall not GAME STOPpersons on the basis that they are or

were Cardholders to be solicited for any new consumer credit cards issued by Company or any designee of

Company authorized to issue credit cards under any new credit card program.

(l) In the event Company does not purchase the Program Assets, the license to any Company Intellectual Property granted in Section 9.3(a)shall expire on the Termination Date or at the end of the Company

Interim Servicing Period, if applicable.

ARTICLE XVI

INDEMNIFICATION

Section 16.1. Company Indemnification of Bank.

From and after the Effective Date, Company shall indemnify and hold harmless Bank, its Affiliates,

and their respective officers, directors and employees (collectively, the “Bank Indemnified Parties”) from and

against and in respect of any and all losses, liabilities, judgments, settlements, awards, defenses, counterclaims,

actions, proceedings, interest, penalties, damages, costs and expenses of whatever nature, including reasonable

attorneys’ fees and expenses (collectively, “Losses”), which are caused or incurred by, result from, arise out of or

relate to:

(a) Company’s or its Affiliates’ or their respective subcontractors’, or their respective officers’, directors’, employees’ or agents’ negligence, recklessness or willful misconduct (including acts and omissions)

relating to the Program;

(b) any breach by Company or any of its Affiliates or subcontractors, or their respective officers, directors, employees or agents of any of the terms, conditions, covenants, representations, or warranties contained in

this Agreement;

(c) any actions or omissions by Bank taken or not taken at Company’s request or direction pursuant to

this Agreement except where Bank would have been otherwise required to take such action (or refrain from acting)

absent the request or direction of Company;

(d) dishonest or fraudulent acts by Company, its Affiliates, their subcontractors, or their respective

officers, directors, employees or agents in connection with the Program;

(e) any failure of Company to implement Bank's written instructions (including by email) with respect

to compliance with Applicable Law and Network Rules;

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(f) the sale of any Goods and/or Services or any failure by Company or its Affiliates to satisfy any of

their obligations to third parties with respect to Good and/or Services or the sale thereof;

(g) any Program Materials (other than a claim based on violation thereof with Applicable Law or Network Rules or to the extent the content thereof was determined as a Bank Matter, except to the extent (i) content

thereof was not provided for Bank's legal review and approval in accordance with this Agreement or (ii) any

comments of Bank pursuant to such review process were not correctly included in such Program Materials);

(h) any claim, suit or proceeding by any Governmental Authority or other third party arising out of (i) any aspect of the Collections Policies approved as a Company Matter pursuant to Section 3.5(c)(xvi) or any

aspect of the Cardholder Service practices approved as a Company Matter pursuant to Section 3.5(c)(xv) or

approved without prior review by Bank or (ii) the failure of Company, its Affiliates, their subcontractors, or their

respective directors, officers, employees or agents to comply with Applicable Law, Network Rules (to the extent

Company has been advised by Bank to comply with such Network Rules), the Risk Management Policies, the

Compliance Practices, the Collections Policies or the Cardholder Service practices, unless (A) in the case of a failure

to comply with Applicable Law or Network Rules, the action constituting such failure was taken after the Closing

Date and in compliance with an express requirement of the Risk Management Policies, Compliance Practices,

Collections Policies or Cardholder Service practices (other than aspects of the Collections Policies or Cardholder

Service practices for which Company is responsible pursuant to clause (i) above), or (B) in the case of any of the

foregoing failures, the action constituting such failure was taken or not taken at the written request of Bank;

(i) the operation of a Second Look Program by a Person other than Bank;

(j) the operation of the Value Proposition or any other value or loyalty program;

(k) Company Inserts or Billing Statement messages;

(l) allegations by a third party that the use of the Company Licensed Marks as permitted herein or any

materials or documents provided by Company (other than any Account Documentation provided by Company after

Bank’s legal review and approval, unless such allegations are as a result of subsequent

modification to such Account

Documentation by Company) constitutes: (i) libel, slander, and/or defamation; (ii) invasion of rights of privacy or

rights of publicity; or (iii) breach of contract or tortious interference; and

(m) allegations by a third party that the use of the Company Licensed Marks as permitted herein or any

material or documents provided by Company or the Core Systems constitute(s) (i) trademark infringement or

dilution, or copyright infringement; (ii) unfair competition or misappropriation of another's ideas or trade secrets; or

(iii) patent infringement.

Section 16.2. Bank's Indemnification of Company.

From and after the Effective Date, Bank shall indemnify and hold harmless Company, its Affiliates, their

respective officers, directors, employees, (collectively, the "Company

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Commission.

Indemnified Parties") from and against and in respect of any and all Losses, which are caused or incurred by, result

from, arise out of or relate to:

(a) Bank's or its Affiliates or their respective subcontractors' (which, for the avoidance of doubt, shall

not include Company or any of its subcontractors for purposes of this ARTICLE XVI), or their respective officers',

directors', employees' or agents' negligence, recklessness or willful misconduct (including acts and omissions)
relating to the Program;
(b) any breach by Bank or any of its Affiliates or subcontractors, or their respective officers, directors,
employees or agents of any of the terms, conditions, covenants, representations, or warranties contained in this
Agreement;
(c) Bank's failure to satisfy any of its obligations to Cardholders pursuant to the terms of the applicable Credit Card Agreement;
(d) any actions or omissions by Company taken or not taken at Bank's request or direction pursuant to
this Agreement, except where Company would have been otherwise required to take such action (or refrain from
acting) absent the request or direction of Bank;
(e) dishonest or fraudulent acts by Bank, its Affiliates or their respective officers, directors,
employees, subcontractors or agents in connection with the Program;
(f) any Program Materials in use after the Closing Date based on such Program Materials violating requirements of Applicable Law or Network Rules or any aspect of Program Materials to the extent the content
thereof was determined as a Bank Matter, except in each case to the extent (i) content thereof was not provided for
Bank's legal review and approval in accordance with this Agreement, (ii) any comments of Bank pursuant to such
review process were not correctly included in such Program Materials or (iii) any matter with respect thereto was

determined as a Company Matter pursuant to Section 3.5(c)(i) or Section 3.5(c)(ii); provided, however, that with
respect to Program Materials that were used prior to the Closing Date and continue to be used after the Closing Date,
Bank's indemnification obligation shall be limited to Losses that are incurred as a result of such use after the
Closing Date and Company shall remain responsible for any Losses incurred as a result of such use prior to the
Closing Date, and shall indemnify Bank for such Losses as Excluded Liabilities pursuant to the Purchase
Agreement.
(g) any claim, suit or proceeding by any Governmental Authority or other third party to the extent arising out of the failure of the Program to comply with Applicable Law or Network Rules following the Closing
Date, except to the extent that liability in respect thereof relates to or arises from (i) acts or activities prior to the
Closing Date, (ii) failure by Company, its Affiliates, their respective subcontractors or their respective officers,
directors, employees or agents to follow the provisions of this Agreement, the Risk Management Policies,
Collections Policies, Compliance Practices or Cardholder Service practices with respect to the Program as in effect
from time to time hereunder, or (iii) failure of Company, its Affiliates, their respective subcontractors or their
respective officers, directors, employees or agents to follow written instructions given by or on behalf of Bank;

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Commission.

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(h) any claim, suit or proceeding by any Governmental Authority or other third party arising out of the

failure of Bank or any of its Affiliates, their subcontractors, or their respective directors, officers, employees or

agents to comply with Applicable Law, Network Rules, the Risk Management Policies, the Compliance Practices,

the Collections Policies, or the Cardholder Service practices, unless such failure was the result of any action taken or

not taken at the written request of Company;

(i) Bank’s Inserts or Billing Statement messages;

(j) allegations by a third party that the use of the Bank Licensed Marks as permitted herein or any materials or documents provided by Bank constitutes: (i) libel, slander, and/or defamation; (ii) invasion of rights of

privacy or rights of publicity; or (iii) breach of contract or tortious interference; and

(k) allegations by a third party that the use of the Bank Licensed Marks as permitted herein or any

materials or documents provided by the Bank constitutes (i) trademark infringement or dilution, or copyright

infringement; (ii) unfair competition or misappropriation of another’s ideas or trade secret; or (iii) patent

infringement.

Section 16.3. Procedures.

(a) In case any claim is made, or any suit or action is commenced, against a Bank Indemnified Party
or Company Indemnified Party, the party in respect of which indemnification may be sought under this
ARTICLE 16 (including for the benefit of its officers, directors or employees claiming by or through any of them)
(the “Indemnified Party”) shall promptly give the other party (the “Indemnifying Party”) notice thereof and the
Indemnifying Party shall be entitled to participate in the defense thereof and, with prior written notice to the
Indemnified Party given not later than twenty (20) days after the delivery of the applicable notice, to assume, at the
Indemnifying Party’s expense, the defense thereof, with counsel reasonably satisfactory to such Indemnified
Party. After notice from the Indemnifying Party to such Indemnified Party of its election so to assume the defense
thereof, the Indemnifying Party will not be liable to such Indemnified Party under this Section for any attorneys’
fees or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other
than reasonable costs of investigation.
(b) The Indemnified Party shall have the right to employ its own counsel if the Indemnifying Party elects to assume such defense, but the fees and expenses of such counsel shall be at the Indemnified Party’s expense,
unless (i) the employment of such counsel has been authorized in writing by the Indemnifying Party, (ii) the

Indemnifying Party has not employed counsel to take charge of the defense within twenty (20) days after delivery of
the applicable notice or, having elected to assume such defense, thereafter ceases its defense of such action, or
(iii) the Indemnified Party has reasonably concluded that there may be defenses available to it which are different
from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have
the right to direct the defense of such action on behalf of the Indemnified Party), in any of which event attorneys'
fees and expenses shall be borne by the Indemnifying Party.
Confidential portions omitted pursuant to a request for confidential treatment filed separately with the
Commission.
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(c) The Indemnifying Party shall promptly notify the Indemnified Party if the Indemnifying Party desires not to assume, or participate in the defense of, any such claim, suit or action.
(d) The Indemnified Party or Indemnifying Party may at any time notify the other of its intention to
settle or compromise any claim, suit or action against the Indemnified Party in respect of which payments may be
sought by the Indemnified Party hereunder, and (i) the Indemnifying Party may settle or compromise any such
claim, suit or action solely for the payment of money damages, but shall not agree to any other settlement or
compromise without the prior consent of the Indemnified Party, which consent shall not be

unreasonably withheld

(it being agreed that any failure of any Indemnified Party to consent to any settlement or compromise involving the

imposition of nonmonetary remedies on the Indemnified Parties shall not be deemed to be unreasonably withheld),

and (ii) the Indemnified Party may settle or compromise any such claim, suit or action solely for an amount not

exceeding one thousand dollars ($1,000), but shall not settle or compromise any other matter without the prior

consent of the Indemnifying Party, which consent shall not be unreasonably withheld.

Section 16.4. Notice and Additional Rights and Limitations.

(a) If an Indemnified Party fails to give prompt notice of any claim being made or any suit or action

being commenced in respect of which indemnification under this ARTICLE 16 may be sought, such failure shall

not limit the liability of the Indemnifying Party; provided, however, that this provision shall not be deemed to limit

the Indemnifying Party’s rights to recover for any loss, cost or expense which it can establish resulted from such

failure to give prompt notice.

(b) This ARTICLE 16 shall govern the obligations of the parties with respect to the subject matter hereof but shall not be deemed to limit the rights which any party might otherwise have at law or in equity.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO

EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT,

CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN

CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY (WHICH INCLUDES MISUSE OF COMPANY GUEST DATA AND CARDHOLDER DATA), INDEMNIFICATION OR INFRINGEMENT OF THE BANK LICENSED MARKS OR COMPANY LICENSED MARKS.

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

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ARTICLE XVII

MISCELLANEOUS

Section 17.1. Precautionary Security Interest.

Company and Bank agree that this Agreement contemplates the extension of credit by Bank to Cardholders

and that Company’s submission of Charge Transaction Data to Bank shall constitute assignment by Company of any

and all right, title and interest in such Charge Transaction Data and the Cardholder Indebtedness reflected

therein. However, as a precaution in the unlikely event that any person asserts that Article 9 of the UCC applies or

may apply to the transactions contemplated hereby, and to secure Company’s payment of and performance of all

obligations of Company to Bank, Company hereby grants to Bank a first priority present and continuing security

interest in and to all Accounts, all Cardholder Indebtedness, all Account Documentation and all Charge Transaction

Data, in each case whether now existing or hereafter created or acquired, together with the proceeds thereof. In

addition, Company agrees to take any reasonable action requested by Bank, at Bank's expense, to establish the first

lien and perfected status of such security interest, and appoints Bank as Company's attorney-in-fact to take any such

action on Company behalf; provided that Bank shall be responsible for preparing any such documentation.

Section 17.2. Securitization; Participation.

Bank shall have the right, and nothing herein shall prohibit Bank, from selling, exchanging, securitizing,

pledging or participating the Cardholder Indebtedness or any part thereof, by itself or as part of a larger offering, at

any time and Bank may provide associated Cardholder Data to a prospective purchaser subject to such prospective

purchaser executing a customary confidentiality agreement; provided, however, that (i) such sale, exchange,

securitization, pledge or participation shall not affect Company's rights or Bank's obligations hereunder,

(ii) Company hereby agrees to provide data to support any such sale, exchange, securitization, pledge or

participation to the extent such data is available, (iii) Bank shall pay any costs or expenses incurred by Company to

support any such sale, exchange, securitization, pledge or participation, and (iv) Bank shall not

sell, exchange,

securitize, pledge or participate the Cardholder Indebtedness in any manner that would not permit such arrangement

to be unwound or not allow for the removal or substitution of Program Assets in order to permit Company to

exercise its rights hereunder to purchase the Program Assets pursuant to Section 15.2. Company agrees to use

reasonable efforts without being required to incur any out of pocket costs to provide Bank with such information and

to execute and deliver such documents as may be reasonably requested by Bank with respect to any such transaction.

Section 17.3. Assignment.

Except as provided in this Section 17.3 or as permitted pursuant to Section 17.2, neither party shall assign

this Agreement or any of its rights or obligations hereunder without the prior consent of the other party; provided,

however, that either party may, without the prior consent of the other party, assign this Agreement or any of its

rights or obligations under this Agreement (the “Assigned Interests”) to a U.S. Affiliate of such party (which

Affiliate, in the case of Bank,

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shall be a U.S. national banking association) only for so long as such Affiliate remains an Affiliate

of such party,

provided, that (1) (a) such U.S. Affiliate has a long term senior unsecured debt credit rating from Moody's and

Standard & Poor's (x) in the case of an assignment by Company, equal to or better than any such rating applicable to

GAME STOPCorporation at the time of such assignment and (y) in the case of an assignment by Bank, equal to or better

than any such rating applicable to Bank Guarantor at the time of such assignment or (b) the original party (or its

guarantor) or a U.S. Affiliate of such party with an equal or better credit rating provides a guaranty for such U.S.

Affiliate in a form reasonably satisfactory to the other party, and (2) such Affiliate has at least the same capacity to

perform its obligations under this Agreement and, immediately after the assignment of the Assigned Interests, the

Assigned Interests will be treated for U.S. federal income tax purposes as being owned by a domestic corporation

(as defined under Code Section 7701(a)). Notwithstanding the foregoing, (i) Bank shall notify Company not more

than thirty (30) days following the Effective Date of any assignment by Bank which is to be effective prior to the

Closing Date; and (ii) Bank shall provide reasonable advance notice, but in no event less than thirty (30) days'

notice, to Company prior to the effective date of any assignment during the Term to enable Company to perform its

obligations under this Agreement with respect to the change from Bank to its assignee as owner

of the Accounts, the

Cardholder Indebtedness, and the Account Documentation.

Section 17.4. Sale or Transfer of Accounts.

Except as provided in Section 12.2, Section 17.2 and Section 17.3, Bank shall not sell or transfer the

Accounts in whole or in part; provided, however, that Bank may sell or transfer written off Accounts and/or written

off Cardholder Indebtedness. Bank will not transfer the Accounts or the Cardholder Indebtedness to an entity

(i) that is treated as a variable interest entity within the meaning of ASC 860 ("VIE") that has no silos within the

meaning of ASC 860 ("Silos") unless the fair value of Cardholder Indebtedness in the VIE is not, and is not

expected to be, equal to or greater than fifty percent (50%) of the fair value of all of the VIE's assets; (ii) that is

treated as a VIE that has Silos unless the fair value of the Cardholder Indebtedness in the Silo is not, and is not

expected to be, equal to or greater than fifty percent (50%) of the fair value of all of the VIE Silo's assets; or

(iii) that would be required to be consolidated with Company under GAAP.

Section 17.5. Subcontracting.

(a) It is understood and agreed that either party may, upon notice to the other party, utilize Affiliates to

perform functions in fulfilling its obligations under this Agreement.

(b) Either party may use third party subcontractors located in the United States (and who perform the

subcontracted services in the United States) to perform functions in fulfilling its obligations hereunder; provided,

however, that each party shall (i) identify to the other not less than thirty (30) days after the Effective Date all such

subcontractors that are to provide services material to the Program as of the Closing Date and the locations from

which they will provide such services and (ii) give the other not less than (30) days prior notice of any new

subcontractor that is to provide services material to the Program following the Closing Date and the location from

which it will provide such services. Bank's approval (which shall not be unreasonably withheld, conditioned or

delayed) shall be required for the engagement of any subcontractor to

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the extent it will perform material functions on behalf of Company in its capacity as servicer. If Bank does not

object in writing within thirty (30) days from the date of such notice, then such non-response shall be deemed

acceptance of the subcontractor. Company's use of third party subcontractors located outside the United States (or

who perform subcontracted services from outside the United States) to perform all or any part of the services

performed by Company hereunder shall be subject to the provisions of Section 4.13(b). Company

shall monitor all

its subcontractors for compliance with this Agreement.

(c) A party utilizing any Affiliate or other Person as provided herein shall be responsible for functions

performed by such Affiliates or other Persons to the same extent the party would be responsible if it performed such

functions itself.

Section 17.6. Amendment.

Except as provided herein, this Agreement may not be amended except by a written instrument signed by

Bank and Company.

Section 17.7. Non-Waiver.

No delay by a party hereto in exercising any of its rights hereunder, or partial or single exercise of such

rights, shall operate as a waiver of that or any other right. The exercise of one or more of a party’s rights hereunder

shall not be a waiver of, or preclude the exercise of, any rights or remedies available to such party under this

Agreement or in law or at equity.

Section 17.8. Severability.

If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall

remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

Section 17.9. Governing Law.

(a) This Agreement and all rights and obligations hereunder, including matters of construction,

validity and performance, shall be governed by and construed in accordance with the laws of the State of New York,

without regard to internal principles of conflict of laws, and applicable federal law.

Section 17.10. Captions.

Captions of the articles and sections of this Agreement are for convenient reference only and are not

intended as a summary of such articles or sections and do not affect, limit, modify or construe the contents thereof.

Section 17.11. Notices.

Any notice, approval, acceptance or consent required or permitted under this Agreement shall be in writing

to the other party and shall be deemed to have been duly given when delivered in person or, if sent by United States

registered or certified mail, with postage prepaid, or by a

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nationally recognized overnight delivery service, when received, addressed as set forth below; provided, however,

that approvals and consents with respect to the administrative management of the Program may be provided by e-

mail to both the Program Manager and, if applicable, the appropriate subject matter manager (e.g., Collections

Manager, Compliance Manager, Risk Manager). For the avoidance of doubt, any amendments to this Agreement

shall be made solely pursuant to the provisions of Section 17.6.

I f to Company: GAME STOPCorporation

Financial and Retail Services

3701 Wayzata Blvd.

Minneapolis, MN 55416

Attn: President, FRS

With a copy to (which copy shall not GAME STOPCorporation

c onstitute notice): Financial and Retail Services

3701 Wayzata Blvd.

Minneapolis, MN 55416

Attn: General Counsel, FRS

I f to Bank: TD Bank USA, N.A.

1701 Bank USA, N.A.

Cherry Hill, Camden NJ 08034

Attn: Group Head

With a copy to (which copy shall not The Toronto-Dominion Bank

c onstitute notice): 66 Wellington Street West, TD Tower

Toronto, Ontario, Canada M5K 1A2

Attn: General Counsel

and

Simpson Thacher & Bartlett LLP

425 Lexington Avenue

New York, New York 10017

Attn: Maripat Alpuche, Esq.

Section 17.12. Further Assurances.

Company and Bank agree to produce or execute such other documents or agreements as may be

reasonably

necessary or desirable for the execution and implementation of this Agreement and the consummation of the

transactions specified herein and to take all such further action as the other party may reasonably request in order to

give evidence to the consummation of the transactions specified herein.

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

Section 17.13. No Joint Venture.

For all purposes, including federal and state tax purposes, nothing contained in this Agreement shall be

deemed or construed by the parties or any third party to create a partnership, joint venture or of any association

between Company and Bank, and no act of either party shall be deemed to create any such relationship. Company

and Bank each agree to such further actions as the other may reasonably request to evidence and affirm the non-

existence of any such relationship.

Section 17.14. Press Releases.

Except for any notice or filing which is required by Applicable Law or stock exchange rules or regulations,

Company and Bank shall mutually agree on the content, timing and distribution of a press release announcing the

execution of this Agreement. Thereafter, except as required by Applicable Law or stock exchange

rules, neither

party may issue any press releases, announcements, or similar materials of a public or promotional nature regarding

the subject matter of this Agreement without first obtaining the other party's permission, which may be withheld in

such party's sole discretion. In the event any notice, filing, press release or other announcement required by

Applicable Law or stock exchange rules would include disclosure of this Agreement or the terms and conditions

hereof, then, for a period of two (2) years from the Effective Date, the party subject to the Applicable Law or stock

exchange rules shall consult with the other party regarding the proposed disclosure prior to disclosure to the extent

practicable, but shall not be required to obtain the other party's prior consent (and after such consultation, no further

consultation shall be required for any future disclosure the contents of which are substantially the same as the

disclosure for which consultation was sought). With respect to any publications prepared solely by and for the

employees of such party or its Affiliates, each party shall consult with the other party to the extent practicable, but

shall not be required to obtain the other party's prior consent.

Section 17.15. No Set-Off.

Company and Bank agree that each party has waived any right to set-off, combine, consolidate or otherwise

appropriate and apply (a) any assets of the other party held by the party or (b) any indebtedness

or other liabilities at

any time owing by the party to the other party, as the case may be, against or on account of any obligations owed by

the other party under this Agreement, except as expressly set forth herein.

Section 17.16. Third Parties.

There are no third-party beneficiaries to this Agreement except that the Bank Indemnified Parties and

Company Indemnified Parties are intended third party beneficiaries of ARTICLE 16. Except as provided in the

preceding sentence, the parties do not intend: (a) the benefits of this Agreement to inure to any third party; or

(b) any rights, claims or causes of action against a party to be created in favor of any person or entity other than the

other party.

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

Section 17.17. Force Majeure.

If performance of any service or obligation under this Agreement is prevented, restricted, delayed or

interfered with by reason of labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of

materials, rationing, utility or communication failures, earthquakes, war, revolution, civil commotion, acts of public

enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or

requirement having
legal effect of any government or any judicial authority or representative of any such government, or any other act
whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable control
of a party and could not have been prevented by reasonable precautions (each, a “Force Majeure Event”), then such
party shall be excused from such performance to the extent of and during the period of such Force Majeure
Event. A party excused from performance pursuant to this Section shall give the other party prompt written notice
of the occurrence of such Force Majeure Event and shall exercise all reasonable efforts to continue to perform its
obligations hereunder.
For greater certainty, each party’s obligations under this Agreement include the obligation to maintain
continuous provision of services by the implementation of a disaster recovery and business continuity plan as
provided in Section 4.16, and shall thereafter continue with reasonable due diligence and good faith to remedy its
inability to so perform except that nothing herein shall obligate either party to settle a strike or other labor dispute
when it does not wish to do so. To the extent that either party is unable to maintain continuity of the services
through such Force Majeure, it will make commercially reasonable efforts to procure an alternate source of the

services in order to fulfill its obligations hereunder at its own cost.

Section 17.18. Entire Agreement.

This Agreement, together with the Schedules hereto which are expressly incorporated herein by reference

and the Purchase Agreement, supersedes any other agreement, whether written or oral, that may have been made or

entered into by Company and Bank (or by any officer or employee of either of such parties) relating to the matters

specified herein, and constitutes the entire agreement by the parties related to the matters specified herein or therein.

Section 17.19. Binding Effect; Effectiveness.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is the product of negotiation by the parties having the

assistance of counsel and other advisers. It is the intention of the parties that this Agreement not be construed more

strictly with regard to one party than with regard to the other.

Section 17.20. Counterparts/Facsimiles/PDF E-Mails.

This Agreement may be executed in any number of counterparts, all of which together shall constitute one

and the same instrument, but in making proof of this Agreement, it shall not be necessary to produce or account for

more than one such counterpart. Any facsimile or PDF e-mailed version of an executed counterpart shall be deemed

an original.

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with the

Commission.

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Section 17.21. Waiver of Jury Trial.

Each party hereby waives all right to trial by jury in any action or proceeding to enforce or defend any

rights under this Agreement.

Section 17.22. Coordination of Consent.

With respect to any consent or approval to be given by Company, GAME STOPCorporation may give consents or

approvals on behalf of Company and Bank shall be entitled to rely on any such consent or approval of Target

Corporation acting on behalf of Company.

Section 17.23. Survival.

Upon the expiration or termination of this Agreement, the parties shall have the rights and remedies

described herein. As of the Termination Date, all obligations of the parties under this Agreement shall cease, except

that (a) in the event of termination prior to the Closing Date, the obligations of the parties pursuant to Section 6.4

(Cardholder Data Security), ARTICLE XI (Confidentiality), ARTICLE XVII (Miscellaneous), other than Sections

17.2, 17.4 and 17.5 thereof, and any other provision stated by its terms to survive, shall survive the termination of

this Agreement; and (b) in the event of termination following the Closing Date, the obligations of the parties

pursuant to Section 4.15 (Audits; Regulatory Examinations) and 4.17 (Effectiveness of Controls) shall survive until
the document retention obligations of Section 4.15 cease to be in effect; Section 3.7 (Firewalls), ARTICLE VI
(Cardholder and Customer Information), Section 7.3 (Bank's Right to Charge Back), ARTICLE IX (Licensing of
Trademarks; Intellectual Property), ARTICLE XI (Confidentiality), ARTICLE XV (Effects of Termination),
ARTICLE XVI (Indemnification), ARTICLE XVII (Miscellaneous), other than Sections 17.2, 17.4 and 17.5 thereof,
and any other provision stated by its terms to survive, shall survive the termination of this Agreement. If pursuant to
Section 15.2(d), Bank does not require Company to purchase the Existing Receivables and Company continues to
service such Existing Receivables, the following provisions shall survive until Company exercises its purchase right
in Section 15.2(d)(ii) or the Existing Receivables are liquidated: Section 4.1, Section 4.8, Section 4.12, and
Section 4.15(b).
[SIGNATURE PAGE FOLLOWS]
Confidential portions omitted pursuant to a request for confidential treatment filed separately with the
Commission.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed as of the date

first above written.

GAME STOPCORPORATION

B y: /s/ John J. Mulligan

John J. Mulligan

Executive Vice President and Chief Financial

Officer

GAME STOPENTERPRISE, INC.

B y: /s/ Aaron E. Alt

Aaron E. Alt

Vice President and

Treasurer

SIGNATURE PAGE TO CREDIT CARD PROGRAM AGREEMENT

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed as of the date

first above written.

TD BANK USA, N.A.

B y:/ s/ Stephen Boyle

Name: Stephen Boyle

Title: Chief Financial Officer

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

FINAL VERSION

CREDIT CARD PROGRAM AGREEMENT

List of Schedules

Schedule A Bank Licensed Marks

Schedule B Company Licensed Marks

Schedule 2.1(b) Launch Plan

Schedule 2.3(a) New Account Terms

Schedule 2.3(b) Purchased Account Terms Changes

Schedule 3.2(b) Key Program Management Resources

Schedule 3.4 Prohibited Practices

Schedule 3.6(a) Modifications to the Compliance Practices

Schedule 3.7(a) Competing Retailers

Schedule 4.5(b) Modifications to the Risk Management Policies

Schedule 4.9(b) Modifications to the Collections Policies

Schedule 4.11 Reports

Schedule 4.13(a) Service Level Standards

Schedule 4.13(b) Non-U.S. Servicing Locations

Schedule 4.13(g) Insurance Coverage

Schedule 4.14(c) Reimbursed Costs and Expenses

Schedule 4.19(d)(i) Systems Interfaces

Schedule 6.2(b) Program Privacy Policy

Schedule 6.4 Information Security and Business Continuity Requirements

Schedule 7.1(c) Authorization for Private Label Accounts

Schedule 7.2(b) Settlement

Schedule 8.1 Compensation Terms

Schedule 10.1(j) Material Contracts and Agreements

Schedule 14.3(c) Reduction in Alternative Risk-Adjusted Revenue

Schedule 15.2(g) Appraisal Assumptions

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE A

Bank Licensed Marks

TD SHIELD Design (Black & White)

TD SHIELD Design (Colour)

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE B

Company Licensed Marks

TARGET

BULLSEYE DESIGN

REDcard

GAME STOPCREDIT CARD

SAFETYNET

TAKE CHARGE OF EDUCATION®

GAME STOPPHARMACY®

GAME STOPREWARDS®

CITY TARGET

PFRESH

5% AND BULLSEYE DESIGN

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 2.1(b)

Launch Plan

The Launch plan will include, at a minimum, the following elements:

• Agreement among executive leadership on overall transition / project approach, objectives, milestones, constraints, tasks, and required progress reports

• Assignment by Company and Bank of teams and team leads each with tasked project management responsibilities

• Working meetings among the Company and Bank teams to aim to agree to project management milestones and tasks by functional areas

• Changes to customer disclosures, risk management policies (Schedule 4.5(b)), compliance policies/practices (Schedule 3.6(a)), collections policies (Schedule 4.9(b)), service level reporting (Schedule 4.13(a))

• Establishment of data feeds per Schedule 4.19(d)(i)

• Establishment of settlement procedures & accounting procedures related to the Program Agreement per Schedule 7.2(b)

• Coordination of all agreed upon changes that impact Company Channels

• Critical milestones to achieving transaction closing

• Employee engagement & communication activities

• Key processes for overall program governance post close

• Establish interim business performance reporting and forecasts & benchmarks for the business

• Other items that facilitate closing the transaction, achieving the Bank’s regulatory requirements and

both the Company’s & Bank’s business objectives

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Commission.

SCHEDULE 2.3(a)

New Account Terms(1)

TERM CREDIT CARD

Purchase APR The APR for purchases is a variable rate and is determined by adding to the Prime Rate a margin of 19.65%.

The “Prime Rate” means the highest U.S. Prime Rate published in the “Money Rates” section of The Wall Street Journal. For each billing period we look at the Prime Rate on the last business day of the previous calendar month. Any change in the APR and corresponding DPR will take effect on the first day of the billing period.

Minimum Payment Due The Cardholder’s minimum monthly payment will be the greater of (i) $25.00; or

(ii) the sum of the following: 1% of the new balance (rounded to the next higher whole dollar amount), any interest charges, any returned payment fees, and any late payment fees.

The minimum payment due may be rounded to the next higher whole dollar amount. If there is an amount past due, that amount will be included in your minimum payment due. If the new balance is less than $25.00, the Minimum Payment due will be the entire new balance.

Minimum Finance Charge $1

Balance Computation Daily Balance

Grace Period Cardholders will have a payment due date that is at least 25 days after the close of

each Billing Cycle.

If the Cardholder paid the new balance that was shown on the previous billing statement by the payment due date on that Billing Statement, then (1) Bank will not impose interest charges on purchases during the current Billing Cycle if the Cardholder pays

(1) In addition, New Account Terms will include the changes reflected in Schedule 2.3(b).

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Commission.

T ERM CREDIT CARD

the new balance shown on the current Billing Statement by the payment due date on that Billing Statement, and (2) Bank will credit any payment (to the extent the payment is applied to purchases) as of the first day in the current Billing Cycle if the Cardholder makes a payment by the payment due date that is less than the current Billing Cycle’s new balance.

If a new balance was shown on the Cardholder’s previous Billing Statement and the Cardholder did not pay the new balance by the payment due date on that Billing Statement, then Bank will not impose interest charges on any purchases during the current Billing Cycle if the Cardholder pays the new balance shown on the current Billing Statement by the payment due date on that Billing Statement.

Bank will not change the grace period and interest charge calculation practices currently in effect.

Annual Fee None

Late Payment Fee $25.00 when any amount due remains unpaid after the payment due date. Any subsequent late payment fees will be $35.00 until the Cardholder makes the required minimum payment due by the payment due date for six consecutive

Billing Cycles. In any event, the late payment fee will not be greater than the minimum payment due for the Billing Cycle for which the payment was late.

Returned Payment Fee $25.00 each time any check or other payment order (including an electronic payment) is not honored by a depository institution. In any event, the returned payment fee will not be greater than the minimum payment due that was due immediately prior to the date the payment was returned to Bank.

Expedited Delivery Fee The cost of delivery imposed on Bank, by third parties, to expedite the delivery of a replacement card will be charged to the Cardholder.

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TERM CREDIT CARD

Documentation Reproduction Up to $2.00 for each document; there will be no charge for duplicate documents Fee reproduced in connection with a billing error notice.

Phone Payment Fees Each time a Cardholder requests over the phone through a customer service representative to make a payment to such Cardholder’s Account a fee may be charged for such service. If a fee will be charged for this service, the amount of the fee will be disclosed to the Cardholder before the Cardholder authorizes the Phone Payment transaction.

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the Commission.

SCHEDULE 2.3(b)

Purchased Account Term Changes

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 3.2(b)

Key Program Management Resources

Functional Area	Bank Resource	Company Resource
Program Manager	EVP, Portfolio Relationship	Executive Director, Bank Program Management
Risk Manager	Head of Risk Management, GAME STOP	Program Director, FRS Business Intelligence
Compliance Manager	Head of Controls, GAME STOP	Program Director, FRS Controller
Collections Manager	Head of Collections and Fraud, GAME STOP	Program Director, Collections

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 3.4

Prohibited Practices

Bank and Company agree that the following terms and practices shall not be included in the Program.

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 3.6(a)

Modifications to the Compliance Practices

Confidential portions omitted pursuant to a request for confidential treatment filed separately

with the

Commission.

SCHEDULE 3.7(a)

Competing Retailers

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 4.5(b)

Modifications to the Risk Management Policies

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 4.9(b)

Modifications to the Collections Policies

[2 Pages Redacted]

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 4.11

Reports

[2 Pages Redacted]

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 4.13(a)

Service Levels Standards

[11 Pages Redacted]

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 4.13(b)

Non-U.S. Servicing Locations

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 4.13(g)

Insurance Coverage

1. Each party shall maintain, or shall cause to be maintained on its behalf, in full force and effect, from the

date of this Agreement through the date that is 20 after expiration or termination of this Agreement,

insurance of the following kinds and amounts and meeting such other requirements as set forth below.

a. Workers' Compensation and Employer's Liability Insurance.

Workers' compensation insurance, affording statutory coverage and containing statutory limits for the

state(s) in which each party is conducting business related to this Agreement, and employer's liability

insurance in the amount of $4,183.00 per accident for bodily injury, $7,383.00 per employee for

bodily injury by

disease, and $17.00 policy limit for bodily injury by disease.

b. Commercial General Liability Insurance.

Commercial general liability (“CGL”) insurance with minimum limits of coverage of not less than 25 days per occurrence for bodily injury and property damage which must include the following coverages: products

and completed operations, contractual liability for liabilities assumed by each party under this Agreement,

personal and advertising injury liability, and property in the care, custody or control of each party. Each

party’s CGL insurance must: (i) designate the other party as an additional insured; (ii) provide for a

severability of interests and (iii) be primary and shall be required to respond to and pay prior to any other

available coverage to the other party.

c. Automobile Liability Insurance.

Automobile liability insurance (including coverage for owned, hired and non-owned vehicles) with minimum limits of not less than 25 days per occurrence combined single limit for personal injury, including

bodily injury, death and property damage.

d. Professional Liability Insurance.

Professional liability insurance with minimum limits of not less than 30 days per occurrence (or, if applicable,

per claim) and in the aggregate.

e. Crime and Fidelity Insurance.

Crime and fidelity insurance with minimum limits of not less than 5 days per occurrence (or, if

applicable, per

claim) and in the aggregate. This requirement may be fulfilled via a financial institution bond.

f. Commercial Property Insurance.

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

Commercial property insurance with extra expense coverage.

g. Network Security/Privacy Liability Insurance.

Network security/privacy liability Insurance with a minimum limit per event of $8,492.00. Such insurance shall

contain coverage for claims arising from unauthorized/exceeded access to systems/data including, without

limitation, unauthorized access, unauthorized use, virus transmission, denial of service, personal injury,

failure to protect, or wrongful disclosure of confidential or sensitive (personally identifiable) information.

2. General Insurance Requirements.

a. Insurer Stability and Size.

Each party shall procure or maintain, or shall cause to be procured or maintained on its behalf, all coverage

required under this Schedule from a company or companies possessing an A.M. Best rating of $7,882.00.

b. Insurer Qualification.

Each party shall obtain or maintain all coverage required under this Schedule from a company or companies that are authorized to do business under the laws of the state(s) in which each party is

conducting business related to this Agreement.

c. Occurrence Basis/Claims Made Basis.

All coverage required under this Schedule must be written on an occurrence basis, except that the

professional liability insurance, the crime and fidelity insurance and the network security/privacy liability

insurance may be written on a claims made basis.

c. Certificate of Insurance.

Each party shall provide the other party with a certificate(s) of insurance evidencing the required coverage

concurrently with the execution of this Agreement and upon each renewal of such policies and otherwise

upon written request of the other party (which requests may occur no more frequently than would be

reasonable). Each party is required to provide the other party with at least 15 days advance written notice of any

material change or cancellation of such policies, with the exception that each party is required to provide

the other party with at least 15 days advance written notice for any nonpayment of premiums.

d.

3. Subcontractors and other Service Providers.

To the extent that a party hires subcontractors and other service providers, such party shall ensure that the

subcontractors and other service providers maintain in full force and

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Commission.

effect insurance that is reasonably commensurate with the risk posed by the function being performed by

such subcontractor or service provider, as the case may be.

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Commission.

SCHEDULE 4.14(c)

REIMBURSED COSTS AND EXPENSES

For the year ending: Reimbursed Costs and Expenses

October 31, 2013 $9,907.00

October 31, 2014 $5,271.00

October 31, 2015 $3,717.00

October 31, 2016 $7,865.00

October 31, 2017 $3,767.00

October 31, 2018 $4,986.00

October 31, 2019 —

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 4.19(d)(i)

Systems Interfaces

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 6.2(b)

Program Privacy Policy

FACTS WHAT DO TD BANK, N.A. AND TD BANK USA, N.A. (“TD BANK”) DO WITH YOUR

GAME STOPVISA CREDIT CARD OR GAME STOPCREDIT CARD (“GAME STOPCARD”)

PERSONAL INFORMATION''

Why'' Financial companies choose how they share your personal information. Federal law gives consumers the

right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and

protect your personal information. Please read this notice carefully to understand what we do.

What'' The types of personal information we collect and share depend on the product or service you have with

us. This information can include:

• social security number and income

• account balances and payment history

• credit history and credit scores

• account transactions

How'' All financial companies need to share customers’ personal information to run their everyday business. In

the section below, we list the reasons financial companies can share their customers’ personal information; the reasons TD Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TD Bank share''	Can you limit this sharing''
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to	Yes	No

credit bureaus

For our marketing purposes— Yes No

to offer our products and services to you

For joint marketing with other financial companies Yes No

For our affiliates’ everyday business purposes— Yes No

information about your transactions and experiences

For our affiliates’ everyday business purposes— No We don’t share

information about your creditworthiness

For our affiliates to market to you No We don’t share

For nonaffiliates, other than GAME STOPand its affiliates, to Yes Yes

market to you

For GAME STOPand its affiliates to market to you Yes Yes

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

To limit our Call toll-free at 1-800-968-4001—our menu will prompt you through your choice(s).

sharing

Please note:

If you are a new customer and where you can prohibit our sharing, we may begin sharing

your information 30 days from the date we send this notice. When you are no longer our

customer, we can continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Please remember that as permitted by law, we share information about you with GAME STOPin

connection with maintaining and servicing your account. Federal law does not give you the

right to limit such sharing.

Questions'' Call toll-free at 1-888-755-5856

Who we are

Who is providing this notice'' This notice is provided by TD Bank, N.A. and TD Bank USA, N.A. solely with

respect to your GAME STOPCard. This notice applies only to your GAME STOPCard account

issued by TD Bank and does not apply to any other accounts you have with TD

Bank or its affiliates.

What we do

How does TD Bank protect To protect your personal information from unauthorized access and use, we use

my personal information'' security measures that comply with federal law. These measures include computer

safeguards and secured files and buildings.

How does TD Bank collect We collect your personal information, for example, when you:

my personal information'' • open an account or give us your contact information

•(cid:0)(cid:0)(cid:0)(cid:0)(cid:0)(cid:0)use your credit card

We also collect your personal information from others, such as credit bureaus,

affiliates, or other companies.

Why can’t I limit all sharing'' Federal law gives you the right to limit only:

• sharing for affiliates’ everyday business purposes—information about

your creditworthiness

- TD Bank does not share this type of information with its affiliates

• sharing for our affiliates to market to you

- TD Bank does not share information for its affiliates to market to you

• sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit

sharing. See below for more on your rights under state law.

What happens when I limit Your choices will apply to everyone on your account.

sharing for an account I hold

jointly with someone else''

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and

nonfinancial companies.

- TD Bank’s affiliates include those companies that control, are controlled by or

under common control with TD Bank US Holding Company or The Toronto-

Dominion Bank.

- Target’s affiliates include those companies that control, are controlled by or

under common control with GAME STOPCorporation, including GAME STOPStores and Web

sites, GAME STOPBank, and GAME STOPCommercial Interiors.

Non-affiliates Companies not related by common ownership or control. They can be financial

and nonfinancial companies.

- Nonaffiliates we share with may include vendors of products and services that

you have purchased, or that we believe will be of interest to you, financial service

providers or non-profit organizations

Joint marketing A formal agreement between nonaffiliated financial companies that together

market financial products or services to you.

- Our joint marketing partners may include other banks, investment firms

or insurance companies

Other important information

California and Vermont Residents: We only share information with third parties as permitted by

your state’s law.

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 6.4

Information Security and Business Continuity Requirements

[11 Pages Redacted]

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 7.1(c)

Authorization for Private Label Accounts

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 7.2(b)

Daily Settlement

[2 Pages Redacted]

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 8.1

Compensation Terms

4 Pages Redacted]

Confidential portions omitted pursuant to a request for confidential treatment filed separately

with the

Commission.

SCHEDULE 10.1(j)

Cardholder Service Contracts and Agreements

[5 Pages Redacted]

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 14.3(c)

Reduction in Alternative Risk-Adjusted Revenue

Confidential portions omitted pursuant to a request for confidential treatment filed separately with the

Commission.

SCHEDULE 15.2(g)

Appraisal Assumptions

The Independent Appraisers shall use the following assumptions:

• Accounts carrying the Existing Receivables retain charging privileges consistent with past practices of

Company and no new Accounts nor new Cardholder Indebtedness attributable to new charges shall be

generated;

• The terms and conditions of the Existing Receivables remain the same as then-existing terms and

conditions;

• The Value Proposition on the Existing Receivables remains the same as then-existing Value Proposition;

• The Existing Receivables will be funded at funding cost available to a bank with sufficient funding capacity

to absorb the Existing Receivables;

• Company shall retain its share of Program economics in accordance with Schedule 8.1; and

• Performance characteristics of the Existing Receivables are consistent with the historical run rate of the

Existing Receivables.

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Commission.