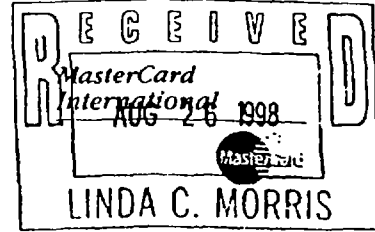


MasterCard International
Mid-Atlantic Region
300 Bellevue Parkway
Suite 270
Bellevue Park Corporate Center
Wilmington, DE 19809

302 792-4500
Internet Home Page:
<http://www.mastercard.com>



August 24, 1998

Joseph Saunders
Chairman, CEO and President
101 Gibraltar Road
Horsham, PA 19044

HIGHLY CONFIDENTIAL SUBJECT
TO PROTECTIVE ORDER


Dear Joe:


Enclosed for your records is an original executed version of the Agreement you signed on Thursday, August 20, 1998.

We are excited by the prospect of working with you and your management team at Fleet CCS. As the industry continues to consolidate, we look forward to approaching the inherent challenges together. We are convinced that you and your staff will remain at the forefront of industry leadership and we are prepared to embrace opportunities as they arise with Fleet CCS as a strategic partner.

Thank you for your patience and interest during the last few months and we look forward to periodic meetings with you to discuss our mutual progress.

Sincerely,


Douglas P. Miraglia
Senior Vice President


Max B. Krause
Vice President



F 6591

AGREEMENT

This Agreement ("Agreement") is made by and between MasterCard International Incorporated, a Delaware corporation having its principal place of business at 2000 Purchase Street, Purchase, NY 10577-2509 ("MasterCard") and Fleet Bank (RI), National Association, a national banking association, having its principal executive offices at 111 Westminster Street, Providence, RI 02903 ("Fleet").

WHEREAS, Fleet is a member of MasterCard and is licensed by MasterCard to issue Cards (defined below) bearing the MasterCard name and mark pursuant to MasterCard rules and regulations; and

WHEREAS, the parties desire to provide terms for an arrangement for Fleet to issue MasterCard as its designated brand for its Card Program on the terms described herein except as otherwise expressly permitted herein;

NOW, THEREFORE, the parties do agree as follows:

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TO PROTECTIVE ORDER

1. DEFINITIONS

1.1 As used herein, the following terms shall have the indicated meanings:

A. "Card" shall include, without limitation, any credit or charge card (whether or not such card involves a revolving privilege), travel and entertainment card or similar card, or other card based device issued to a consumer or business for the purchase of goods or services, payment of debts and obligations, or transfer of value, however delineated or denominated, but shall exclude debit cards and prepaid cash cards.

B. "Card Program" shall mean all Card Program Accounts, but shall exclude Non-Qualifying Accounts.

C. "Card Program Account" shall mean the line of credit that is accessed by a Card issued pursuant to the Card Program. For purposes of the incentive arrangements described herein, Card Program Accounts shall not include Non-Qualifying Accounts.

D. "Card Program Share" shall mean, for the overall Card Program Account portfolio, a percentage equal to a fraction, the denominator of which is total Card Program Accounts established for the period of calculation and the numerator of which is the number of such Card Program Accounts established during such period that are exclusively MasterCard-branded (except as provided in Section 2.2).

E. "Control" shall mean the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership of other ownership interests, by contract or otherwise) of another person or entity, and shall include, without limitation, "control" within the meaning of the Bank Holding Company Act, 12 U.S.C. § 1841, and shall include any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or under common control with the named entity.

F. "Exit Fee" shall have the meaning set forth in Section 5.1.

G. "Incentive Fees" shall have the meaning set forth in Section 3.1.

H. "MasterCard Accounts" shall mean all accounts and lines of credit that may be accessed via a MasterCard-branded Card established, acquired, or serviced by Fleet at any time, and shall include Non-Qualifying Accounts.

I. MasterCard Card Program Accounts" shall mean Card Program Accounts that are MasterCard-branded.

J. "Non-Qualifying Accounts" shall mean the following Accounts: i) Accounts acquired through portfolio acquisitions or other one-time or extraordinary circumstances; ii) Card Program Accounts established by upgrading or converting existing MasterCard Accounts to alternative MasterCard Card Program Accounts; iii) agent bank and co-branding card accounts contemplated by the exception in Section 2.2; and iv) Edvance Card Program accounts for as long as MasterCard and Fleet have a separate agreement in effect for Edvance Card branding. Non-Qualifying Accounts shall not be included in calculating Card Program Share nor shall Non-Qualifying Accounts be subject to payment of incentives hereunder.

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2. FLEET'S CARD BRANDING OBLIGATIONS

2.1 Fleet will use commercially reasonable efforts to expand and grow its MasterCard-branded Card Program business and operations, and shall actively develop, market, advertise and promote MasterCard Cards to consumers and encourage MasterCard applications, acceptance and usage. Without limitation, such activities may consist of general and targeted marketing and promotion of MasterCard by means of all media activity including but not limited to "take one" placements, mailings, telemarketing, television, radio, web site and promotions to incent MasterCard application and usage. Fleet shall also make targeted pre-qualified or non-pre-qualified MasterCard offers to consumers identified through the active compilation and review of databases, mailing lists and other information sources. Fleet may include value-added offers to reward application and use of MasterCard Cards. Fleet shall establish as MasterCard all multi-branded (where permissible by a co-brander) or generic Card solicitations that are returned by the consumer without designating a brand preference.

2.2 During the Term of this Agreement (defined in Section 6.1 below), Fleet shall establish and maintain MasterCard as the brand for Card Program Accounts equaling a minimum 95% Card Program Share. With respect to co-branded or agent bank accounts, Fleet will make available prospective agent bank and co-branding entities' authorized representatives to meet with MasterCard representatives to cause such entity to select MasterCard. In the event that any co-brander of such a Card product requires its co-branded card to be Visa branded, Fleet shall use commercially reasonable efforts to cause the co-brander to accept MasterCard as the brand of choice, but Fleet may issue such co-brander's Card products as Visa, if failure to do so would cause Fleet to lose the agent bank or co-branding arrangement to another issuer. To the extent any such co-branded Visa card program would cause Fleet to fail to maintain the 95% Card Program Share, such program shall not count against the 95% Card Program

Share provided that: (i) Fleet uses commercially reasonable efforts to convince the co-branding entity to designate MasterCard as the brand of choice for the program; (ii) Fleet receives compensation only for the services it provides and is compensated in substantially the same manner as it is compensated for servicing other receivables; and (iii) Fleet does not earn, accept or qualify for any incentive from Visa International, Inc. or Visa USA, Inc. by reason of the program. Fleet shall inform MasterCard of the existence of the program and a senior officer of Fleet shall affirm to MasterCard the compliance with each of the preceding requirements prior to commencement of such program.

2.3 Fleet shall share with MasterCard its plans for direct mail marketing, advertising and consumer targeting for all MasterCard-branded Card products and shall provide quarterly updates of MasterCard Accounts generated via mail, telemarketing and other identified distribution channels during the Term.

2.4 Fleet shall report account establishment, activation, attrition and spending activity for all MasterCard Accounts in the MasterCard Quarterly Member Report or similar form designated by MasterCard from time to time.

HIGHLY CONFIDENTIAL SUBJECT
TO PROTECTIVE ORDER

3. INCENTIVE FEES; OTHER MASTERCARD SUPPORT

3.1 In consideration of Fleet's full and timely performance of this Agreement, MasterCard shall provide the following to Fleet with respect to new MasterCard Card Program Accounts ("Incentive Fees"): provided that Fleet is not in material breach of any of its obligations hereunder, MasterCard shall make quarterly payments of Incentive Fees to Fleet on the basis of Card Program Share for MasterCard Card Program Accounts established during the prior calendar quarter. MasterCard shall make all Incentive Fee payments upon verification of Fleet meeting the required obligations within forty-five (45) days of the conclusion of each calendar quarter during the Term. All payments by MasterCard shall be deemed inclusive of all sales, use, excise, income and similar taxes, the sole obligation for reporting and remittance of which shall be that of Fleet. The first such quarterly payment shall be made during the third calendar quarter of 1998 with respect to activity in the first and second calendar quarters of 1998 (only this first payment shall be for multiple quarters) as follows:

per new MasterCard Card Program Account, subject to adjustment as provided herein.

Except as the parties may otherwise agree in writing, all Incentive Fees due to Fleet by MasterCard hereunder shall be first reduced by an amount equal to the sum of all brand incentive or similar payments otherwise due from MasterCard, if any, under any other agreement or obligation relating to any arrangement or relationship for the same time period for which the Incentive Fees are calculated, relating to any Card Program Accounts for which Incentive Fees are payable hereunder. Fleet shall report to MasterCard the amount of any such other payments as a part of the periodic reports contemplated hereunder.

3.2 MasterCard shall make available to Fleet, upon Fleet's request, the services of its staff for consultation with respect to account activation and usage, communications and strategies, targeting and segmentation, creative development, promotional evaluation, tracking and analysis, having an aggregate value of up to _____ for each of 1998 and 1999, and _____ or the period January 1, 2000 through July 31, 2000, as measured by MasterCard's customary and usual means for evaluating the value of such internal services. Such services and enhancements may include (if offered by MasterCard), but shall not

be limited to, Argus, MasterCard Online, Global Consumer Payment Study, Direct Mail Consultation, Custom Usage/Retention Programs, MasterCard-sponsored research and technology enhancements for new Card Products. MasterCard shall provide a periodic statement to Fleet of the value of such services and enhancements.

3.3 In the event, during any calendar quarter, any parent, subsidiary or affiliate of Fleet, or any entity under the Control of any of them, issues any Cards (including, but not limited to, Cards with a brand other than MasterCard), such Cards and Card Program Accounts (other than business Cards issued by Fleet Bank of Maine; Fleet Bank-NH; Fleet Bank, National Association; and Fleet National Bank) shall be included towards the calculation of the Card Program Share. If such Card Program Accounts, when added to Fleet's non-MasterCard branded Card Program Accounts, bring the Card Program Share below 95%, Fleet shall pay to MasterCard a sum equal to two (2) times the Incentive Fee then in effect for the number of non-MasterCard Card Program Accounts that caused the Card Program Share to fall below 95%. MasterCard agrees that it will pay Incentive Fees for such Card Program Accounts that are branded as MasterCard provided that Fleet shall use its best efforts to cause all such MasterCard Card Program Accounts to meet the requirements of this Agreement as if such MasterCard Card Program Accounts had been issued by Fleet hereunder, provided that Fleet shall be liable to MasterCard under the terms hereof for any failure of any such MasterCard Card Program Accounts to so perform.

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4. PERIODIC REPORTING BY FLEET

4.1. Within fifteen (15) days following the close of each calendar quarter during the Term ("Performance Quarter"), Fleet must accurately report in such form and detail as MasterCard may reasonably require, statistics and reports verifying performance of the obligations herein stated. Such reports shall include, without limitation, itemizations by segments of the Card Program, of the actual number of Card Program Accounts established (or acquired), MasterCard Card Program Accounts established, Card Program Share, and, for the aggregate MasterCard Card Program Accounts, Card activation rates for each consecutive 12-month period concluding at the close of each month within the calendar quarter, and Average Dollar Volume of MasterCard Accounts the preceding Performance Quarter, and such other information as is required in MasterCard's QMR or successor reports. Fleet shall report such information for Fleet, any parent, subsidiary or affiliate of Fleet, or any entity under the Control of any of them that issues Cards or Card Program Accounts. MasterCard's receipt, validation and reconciliation of such reports shall be a condition precedent to MasterCard's obligations to make any payments under Section 2.1. MasterCard shall have the right to inspect all records relevant to the calculation provided in the report referred to above and to verify the accuracy thereof. MasterCard shall use reasonable efforts to validate and reconcile the reports within 30 days of receipt of such reports from Fleet.

5. OTHER OBLIGATIONS

5.1 Fleet will use commercially reasonable efforts to activate and retain cardholders including, but not limited to, by means of offering value and incentives at the point of attrition. In no event shall Fleet convert any MasterCard Card Program Account to any Card product other than a MasterCard-branded product at any time during the Term of this Agreement and for a 5-year period thereafter, except in the case of an unsolicited request by a cardholder and then only as the sole alternative and last resort, in

Fleet's reasonable judgment, to prevent attrition and termination of the Fleet cardholder relationship. In the event Fleet is acquired during the Term by any institution not affiliated with Fleet as of the date hereof, such successor institution shall have the right, by giving notice to MasterCard, to terminate this Agreement and thereupon convert MasterCard Card Program Accounts to an alternative brand provided that, to do so, it shall pay an exit fee to MasterCard in the sum of double the amount of all sums paid by MasterCard to Fleet pursuant to this Agreement prior to the effective date of termination, such amount to be paid in cash on or prior to thirty (30) days after the date of such notice ("Exit Fee"). In the event such acquisition of Fleet occurs after the Term, such right to terminate the surviving obligations and Exit Fee shall continue to apply for a period of five (5) years thereafter, but shall be discounted based on the number of full calendar months from the conclusion of the Term to the date of the closing of the acquisition ("Post-Term Period") as follows: 50% of the Exit Fee for the first 12-months of the Post-Term Period; 40% of the Exit Fee for the second 12-months of the Post-Term Period, 30% of the Exit Fee for the third 12-months of the Post-Term Period; 20% of the Exit Fee for the fourth 12-months of the Post-Term Period, and 10% of the Exit Fee for the fifth 12-months of the Post-Term Period. This provision shall survive termination of the Agreement and shall be binding upon any successor or assignee of Fleet and, subject to Section 5.5, any purchaser or acquirer of any MasterCard Card Accounts. Subject to Section 5.5, Fleet shall affirmatively disclose this obligation and cause its specific contractual assumption in any purchase or sale agreement and related documentation.

5.2 Fleet agrees to abide by all present and future MasterCard rules, regulations and guidelines in effect from time to time, including by way of example and not limitation, those relating to the representation of the MasterCard Accounts as MasterCard.

5.3 Each party agrees to defend, indemnify, and hold the other party, and each of their directors, officers, employees and agents harmless from and against any action or threatened action, suit, claim or proceeding, whether or not well grounded, arising out of any breach of any term, condition, or warranty herein or any alleged act or omission of such party, its employees, agents, and subcontractors relating to this Agreement. Such indemnity shall include, without limitation, any and all expenses (including reasonable attorney's fees), judgments, fines, amounts paid in settlement or any loss or damage incurred by any of the above-named indemnified parties relating thereto. The provisions of this paragraph shall survive the termination of this Agreement and shall be deemed independent of this Agreement and the parties' other obligations under this Agreement.

5.4 In the event that: (i) (A) MasterCard ceases to provide substantially the same card transaction processing services as it provides as of the date hereof, or (B) MasterCard's role in the conduct and operations of card-based payment systems generally in the United States (measured by its available industry-wide functionalities and without regard to association transaction volumes) is materially diminished from its role as of the date hereof; and (ii) as a direct result of such diminution in processing services or reduction of MasterCard's role in the payment systems, Fleet's ability to effectively compete against similarly-situated financial institutions in consumer payments is materially and adversely affected ((i)(A),(B) and (ii) collectively the "Industry Issues"), the parties shall meet in an effort to reconsider the terms of this Agreement and resolve the Industry Issues in a mutually-agreeable manner to better enable Fleet to effectively compete in the marketplace. In doing so, the parties shall verify and consider the severity of each Industry Issue through use of statistical and qualitative analysis from a mutually-agreed upon, recognized banking industry expert, and the parties shall evaluate alternative relationship structures and other solutions to the Industry Issues proposed by such expert. While neither party shall be obligated to agree to any specific recommendation, the parties' resolution of the Industry Issues may, without limitation, take the form of restructuring the terms of this Agreement or agreeing to terminate this Agreement

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5.5 In the event Fleet desires to sell any portion of the portfolio of MasterCard Card Program Accounts to an unrelated third party in one or more transactions, Fleet shall have the option to transfer such MasterCard Card Program Accounts to the purchaser free and clear of the obligations of this Agreement, provided: (i) Fleet is not at the time of the proposed sale in material default of any obligation to MasterCard; and (ii) If the purchaser does not retain the MasterCard Card Program Accounts as MasterCard for a period of five (5) years after the Term, Fleet shall pay to MasterCard a pro rata portion of the Exit Fees, calculated based on the total incentive fees paid by MasterCard with respect to the MasterCard Card Program Accounts sold to the third party. For purposes of the last sentence of Section 3.3, any sale, transfer or brand conversion of any MasterCard Card Program Account by any parent, subsidiary or affiliate of Fleet, or any entity under the Control of any of them, shall be subject to the Exit Fees as if so sold to an unrelated third party. Fleet shall require the purchaser and such Card issuer to inform MasterCard and Fleet of any conversion of the MasterCard Card Program Accounts within ninety (90) days of planned conversion.

HIGHLY CONFIDENTIAL SUBJECT
TO PROTECTIVE ORDER

6. TERM AND TERMINATION

6.1 This Agreement shall be for a scheduled term ("Term") to commence as of January 1, 1998 and continue through and including July 31, 2000. The parties may also agree to a Renewal Term for such period of time and upon such terms as they may mutually agree. The obligations set forth in Articles 5, 7 and 8 shall survive termination. Prior to the scheduled conclusion of the Term, a party (the "non-defaulting party") may terminate this Agreement by giving not less than fifteen (15) days notice to the other party based on the conduct or circumstances of the other party (the "defaulting party") as follows:

A. Should the defaulting party fail to observe or perform any of its material obligations of this Agreement, which failure is not cured within fifteen (15) days after notice thereof, or if cure cannot be effected in such time, such additional time as is necessary to cure using commercially reasonable efforts;

B. In the event any of the following occur (without prejudice to the rights and remedies of the non-defaulting party): (i) the defaulting party admits in writing its inability to pay its debts generally as they become due; (ii) the defaulting party becomes insolvent (whether by balance sheet insolvency or a failure to meet obligations in the ordinary course) or makes an assignment for the benefit of creditors or calls a meeting of creditors; (iii) the defaulting party files any voluntary, or if there is filed against such party an involuntary, petition in bankruptcy under the U.S. Bankruptcy Code, or any similar state or local bankruptcy or insolvency laws (as now or in the future enacted or amended) or if the defaulting party makes an admission seeking relief as therein allowed; provided, that in the event of any involuntary petition, the defaulting party shall have a period of sixty (60) days from the date of filing thereof to discharge the same; (iv) the defaulting party consents to the appointment of a receiver for all or a substantial portion of its property or in the event such party is the subject of a takeover or extraordinary regulatory action such as a memorandum of understanding or intervention by its applicable regulator relating to its general management or operations; and/or (v) a court of competent jurisdiction assumes custody, attaches or sequesters all or a material portion of the defaulting party's property or assets, which custody, attachment or sequestration is not suspended or terminated within sixty (60) days from the inception thereof; or

C. In the event any person or entity acquires or enters into an agreement to acquire control of the defaulting party, or in the event any such person or entity acquires or agrees in principal to acquire Control of the defaulting party's parent or a material part of the defaulting party's assets, provided such person or entity does not have such control as of the date hereof.

6.2. In the event of a breach by either party, the non-defaulting party shall have all rights and remedies under applicable law and the defaulting party will be liable for the costs, expenses and reasonable attorney's fees of the non-defaulting party incurred in the enforcement of such rights and remedies. Without limitation, in the event of any material breach of Fleet's obligations set forth in Articles 3 and 5, MasterCard shall have the right to recover all sums paid under this Agreement at any time. The above provisions shall be in addition to all other rights and remedies provided hereunder or that such party may otherwise possess at law or in equity.

7. CONFIDENTIALITY

7.1 Both parties agree that all Confidential Information of the other party, as well as the terms and conditions of this Agreement, shall be treated as confidential, shall be disclosed only to those individuals with a reasonable need to know within their organizations and individuals contemplated by Section 5 (provided such individuals agree to be bound by the confidentiality obligations herein), and shall not be disclosed to third parties, without the other party's prior written approval, except that either party may disclose same to its auditors, regulators, outside Board members and outside counsel. "Confidential Information" means all, or any part of, and originals or copies of, any information, in whatever form embodied (e.g., oral, written, electronic) that either party has identified, in writing, as confidential at the time of disclosure and all information concerning such party's past, current, and planned products, services, fees, account numbers, names, addresses, and phone numbers of consumers, member institutions, concepts, methodologies, research, services, business activities, marketing plans, other proprietary information and the like.

7.2 The restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information: (i) which is lawfully received free of restriction from another source; or (ii) which is generally available to the public independent of this Agreement; or (iii) which, at the time of disclosure, was already known to the recipient as evidenced by documentation in its possession which was not subject to a confidentiality obligation; or (iv) which is ordered to be released pursuant to a verifiable court order; or (v) which the parties agree in writing is free of such restrictions. Prior to the disclosure of Confidential Information, the recipient of a court order shall provide the other party with a copy of the court order and the opportunity to contest disclosure pursuant to such order.

7.3 The parties acknowledge that, in the event of a breach of Section 7 of this Agreement, the non-breaching party will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, in addition to the remedy provided for hereunder or which the non-breaching party may possess pursuant to applicable law, the non-breaching party retains the right to seek and obtain injunctive relief against any such breach in any court of competent jurisdiction. The breaching party shall be liable to the non-breaching party for all costs, damages or expenses incurred, including reasonable attorneys fees, in seeking such injunctive relief.

HIGHLY CONFIDENTIAL SUBJECT
TO PROTECT ORDER

8. SUCCESSOR LIABILITY

Subject to Section 5, this Agreement, and the obligations stated herein, shall be binding upon any successor, assign, or acquirer of Fleet, and the obligations of Section 5.5 shall be binding upon any purchaser of any rights, title or interest in any MasterCard Card Program Accounts, or MasterCard Accounts, provided that a securitization of receivables shall not constitute a sale within the meaning of this obligation.

9. MISCELLANEOUS

9.1. Unless otherwise provided herein, all notices, consents or other communications required or permitted to be given pursuant to this Agreement, must be in writing and shall be deemed duly given upon hand delivery or upon receipt if sent by an overnight courier delivery service of general commercial use and acceptance (such as Airborne, Federal Express or UPS) to the following addresses or such other address as may hereafter be designated by notice given by such party:

To Fleet:

Fleet Bank (RI), National Association
111 Westminster Street
Providence, RI 02903

ATTN: Joseph W. Saunders
Chairman, Chief Executive Officer and President

HIGHLY CONFIDENTIAL SUBJECT
TO PROTECTIVE ORDER

To MasterCard:

MasterCard International
2000 Purchase Street
Purchase, NY 10577-2509
ATTN:
Senior Vice President and US Region Counsel

9.2 A failure or delay of either party to this Agreement to enforce at any time any of the provisions hereof, or the failure to exercise any right which is herein provided or to require at any time performance of any of the provisions hereto shall in no way be construed to be an election of remedies or a waiver of such provisions of this Agreement in the event of a continuation or repetition of the circumstances that gave rise to such right.

9.3 If one or more of the provisions contained herein shall, for any reason, be held by a court of competent jurisdiction to be unenforceable or invalid in any respect under the law of any state or of the United States of America, such unenforceability or invalidity shall not affect any other provision of this

Agreement, and this Agreement shall then be construed as if such unenforceable or invalid provisions had never been contained herein.

9.4 The captions in this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement.

9.5 Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed party ("force majeure condition"). If any force majeure condition occurs, the party delayed or unable to perform shall give written notice to the other party, stating the nature of the force majeure condition, the steps the party has or will take to minimize the effect of that condition, and the amount of time the delay is expected to last. Thereafter, the time to perform the acts or obligations that were delayed by such condition (and any corresponding acts or obligations of the non-delayed party) shall be extended by the length of time the force majeure condition endured.

9.6 This Agreement evidences the entire agreement and understanding between MasterCard and Fleet with respect to the transactions contemplated hereby and supersedes all prior agreements between the parties. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. This Agreement shall be binding upon, and inure to the benefit of, each party's respective successors and assigns.

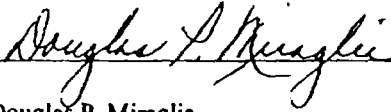
9.7 This Agreement and the respective rights and obligations of the parties hereto shall be governed by the laws of the State of New York, excluding any "conflict of laws" or similar provisions that would mandate or permit application of the substantive law or any other jurisdiction. In any action or proceeding involving this Agreement or the subject matter hereof, each party hereby irrevocably waives any right it may now have or hereafter possess to a trial by jury.

9.8 This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute but one original document.

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IN WITNESS WHEREOF, a duly authorized representative of each of the parties has executed this Agreement in duplicate, as of the date first set forth above.

MASTERCARD INTERNATIONAL INCORPORATED



By: Douglas P. Miraglia
Title: Senior Vice President
Date: August 20, 1998

FLEET BANK (RI), NATIONAL ASSOCIATION



By: Joseph Saunders
Title: Chairman, Chief Executive Officer and President
Date: August 20, 1998

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