from the date your Card is issued or you cancel your participation in the Card Program at any time, you will not be eligible to convert Points to Fidelity Investment Dollars.

Privacy.

Each Cardholder consents to and authorizes MBNA and Fidelity, any of their respective parent companies, subsidiaries, affiliates and any nonaffiliated third parties with whom any of the foregoing contract in order to manage the Card Program, to share information about the Cardholder and the Card (including the Card Program component) as necessary to effect, administer, enforce, service or fulfill the terms of the Card Program. The Cardholder’s consent and authorization shall be effective while the Card is open and has active charging privileges, and shall not be superseded by any future privacy statement or opt-out notices or elections the Cardholder may make. The use of personal financial information obtained in connection with establishing any Account is governed by MBNA’s privacy policy. To review MBNA’s privacy policy visit www.fidelity.com. To view Fidelity’s privacy policy visit www.fidelity.com. A copy of the MBNA policy is provided to all MBNA Customers.

General Terms.

1. Points are not property of any Cardholder or other person and may not be brokered; bartered; pledged; gifted; sold, or transferred under any circumstances, including, but not limited to: disability, death; upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding. MBNA and Fidelity Investments shall have no liability for disagreements between Cardholders regarding Points. Points earned with your Card cannot be transferred between any credit card accounts issued by MBNA or to any other person’s account. MBNA and/or Fidelity Investments are not responsible for any reward available through the Card Program.

2. MBNA reserves the right to disqualify any person(s) from participation in the Card Program, if, in the sole judgment of MBNA, that person or another person named on the same credit card account has violated any of the terms and conditions of these Card Program Guidelines or any subsequent revisions or amendments. Disqualification may result in termination of the Card Program. Consult your tax advisor concerning any income or other tax consequences related to your participation in the Card Program.

Fidelity Investments Investment Rewards Credit Card Program Guidelines

This document contains the terms and conditions of the Fidelity Investments Investment Rewards Credit Card Program (the “Card Program”) and includes information describing the eligibility requirements and how to earn Reward Points (“Points”), convert Points to Fidelity Investment Dollars; and additional terms and conditions (collectively the “Card Program Guidelines”). MBNA and Fidelity Investments consider the Card Program Guidelines carefully. Any use of your Fidelity Investments Investment Rewards credit card account (the “Card”) will constitute your acknowledgment of, and agreement with each of the terms and conditions described below and the terms and conditions of the Card Agreement, including its provisions regarding the use of technology and internet access. Please review the Card Agreement. These Card Program Guidelines are not part of the Card Agreement.

The Card is issued and administered by MBNA America Bank, N.A. (“MBNA”). Fidelity Brokerage Services LLC and it’s affiliates, agents and assigns (together “Fidelity Investments” or “Fidelity”) provide brokerage or related services to brokerage and retirement accounts held at Fidelity Investments.

The Card Program is available to the cardholder and joint cardholder, if any, who receive and use the Card (individually and collectively referred to as “you,” “your,” “Cardholder(s),” or “Participant(s)”) your participation in the Fidelity Investments Investment Rewards Credit Card Program (“Card Program”) and includes information describing the eligibility requirements and how to earn Reward Points (“Points”), convert Points to Fidelity Investment Dollars; and additional terms and conditions (collectively the “Card Program Guidelines”). MBNA and Fidelity Investments consider the Card Program Guidelines carefully. Any use of your Fidelity Investments Investment Rewards credit card account (the “Card”) will constitute your acknowledgment of, and agreement with each of the terms and conditions described below and the terms and conditions of the Card Agreement, including its provisions regarding the use of technology and internet access. Please review the Card Agreement. These Card Program Guidelines are not part of the Card Agreement.

To participate in the Card Program, the Card must be open and have active charging privileges. Corporations, partnerships, trusts, foundations, and other entities or organizations may not participate in the Card Program. To participate in the Card Program, the Cardholder must be a natural person residing within the United States and be at least 18 years of age. If your participation in the Card Program is denied because you are not an eligible Fidelity account holder, any replacement credit card account will not provide you with access to Card Program features, including Points associated with the Card or other benefits at Fidelity.

Use the card for purchase transactions and earn Points. Whether you apply for an eligible Fidelity Account (the “Account”) when you apply for the Card, or you establish an eligible Fidelity Account after approval for the Card, the Points earned through use
of your Card will be converted into contributions toward your Fidelity Account, as provided in these Card Program Guidelines. Eligible Fidelity Accounts include brokerage accounts with individual, joint, Roth IRA, Traditional IRA, and Rollover IRA registrations. Ineligible registrations include trust, corporate, SEP-, IRA, qualified Plans, IRA Retiree, IRA Rollover, IRA Retirement Plan (Keogh) accounts, Non-Prototype Retirement accounts, and Portfolio Advisory Service accounts. SPECIAL NOTE: Please ensure the account you select is an eligible Fidelity Account that will accept contributions on your behalf and that you are eligible to make contributions to that Account. If you have accrued a balance of at least 50 Points at the closing date of the last monthly billing cycle during a calendar quarter that you are not carrying over into successive billing cycles. The first transfer of Points will occur on or before September 30, 2004, and on a quarterly basis thereafter. An Account must be open, funded and designated with MBNA in order for Points to be converted and disbursed into a designated Fidelity Account. Points are not transferable except to an Account and have no cash-value. Points may not be used to pay any credit card balance. Currently there is a limit of 1,500 Points per year, based on the anniversary date from which the Card was first used.

If the Cardholder does not have an Account, see the “Qualifying for Fidelity Investment Dollars” provisions below for details.

Earning Reward Points with the Card.

1. Earn Points based on the volume of eligible new net retail purchases (purchases less credits, return, and adjustments) charged to your Card during each periodic billing cycle (the “Billing Cycle”) by you and your designated user(s), if any (“Net Purchases(s)”). Currently, use of the Card generates one (1) Point for every one hundred U.S. Dollars ($100) in eligible new net retail purchase transactions (“Net Purchase(s)”).

A) It is the cardholder’s responsibility to ensure that he or she is eligible to make contributions toward Fidelity Investment Dollars. See the respective account information that was provided when Fidelity Account was opened or is available on Fidelity.com for more details on Fidelity Accounts and applicable annual contribution limits and eligibility. B) Points or amounts, including Fidelity Investment Dollars, earned through use of the Card, you may do so by telephoning MBNA at the toll-free number on the back of your credit card following the Card Program Guidelines. The converted Point becomes Fidelity Investment Dollar. Any Points not converted to Fidelity Investment Dollars will be carried over into successive billing cycles. The first transfer of Points will occur on or before September 30, 2004, and on a quarterly basis thereafter. An Account must be open, funded, and properly designated with MBNA in order for Points to be converted and disbursed into a Fidelity Account. Points are not transferable except in connection with the conversion process described here, and have no cash value. Points may not be used to pay any credit card balance. The earning rate is subject to change.

2. In order for funds to be deposited into your Account, your Card must be open and have active charging privileges. In the event your Card is closed by MBNA because it is not in good standing (or for any reason described in the Credit Card Agreement), or you close the Card, any Points earned, but not yet converted to Fidelity Investment Dollars, will be irrevocably forfeited as of the day after the Card is closed.

3. MBNA will consider your Points fully redeemed once they have been converted to U.S. Dollars and transferred to the Account you have designated. If an adjustment is made to the Account, the value of such excess. MBNA has the right to reduce your Points accordingly, withhold any subsequent Points earned, or take any other action it deems necessary or advisable.

4. Fidelity Investment Dollars deposited into a tax-advantaged retirement account will be considered contributions for the year in which the deposit is made to the Account. Owners of tax-advantaged retirement accounts (IRAs and/or retirement plans) generally must meet certain requirements to be eligible to make annual contributions, including any Fidelity Investment Dollars.

5. New Cardholders are eligible to earn Points as of the Enrollment Date. Enrollment Date means the date MBNA mails the Card and the Credit Card Agreement to you. If you are an MBNA Customer and your credit card account is converted to the Card Program, you are eligible to earn Points as of the first day of the billing cycle following beginning after your Card(s) have been mailed to you.

6. Questions or disputes concerning Points will be resolved in accordance with the terms of the Card Program Guidelines in effect when the relevant purchase transaction posted to your Card. All discrepancies regarding Points must be brought to the attention of MBNA within six (6) months from the date of the last Billing Cycle during a calendar quarter, then at the end of the quarter, the Points will be converted to US. Dollars and transferred to the Account you have designated. If you have not designated an Account on your application for the Card, you may do so by telephoning MBNA at the toll-free number on the back of your credit card following the Card Program Guidelines. The converted Point becomes Fidelity Investment Dollar. Any Points not converted to Fidelity Investment Dollars will be carried over into successive billing cycles. The first transfer of Points will occur on or before September 30, 2004, and on a quarterly basis thereafter. An Account must be open, funded, and properly designated with MBNA in order for Points to be converted and disbursed into a Fidelity Account. Points are not transferable except in connection with the conversion process described here, and have no cash value. Points may not be used to pay any credit card balance. The earning rate is subject to change.

7. Questions regarding the accrual of Points and the transfer of US Dollars to Accounts will be resolved by MBNA. Contact MBNA by calling the toll-free telephone number on the back of your credit card following the Fidelity Account set-up, and the status of transferred Fidelity Investment Dollars will be resolved by Fidelity Investments (1-800-544-6667).