

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and authorization shall be effective while the Card is open and has active charging privileges, and shall not be superseded by any future privacy statement or opt-out notifications or elections the Cardholder may make. The use of personal financial information obtained in connection with establishing any Account is governed by the privacy policy established by Fidelity Investments. To view Fidelity's privacy policy visit www.fidelity.com. To view the MBNA privacy policy, visit www.mbna.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; attached; 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/or 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 Fidelity Investments account, except in connection with their conversion into Fidelity Investment Dollars for an Account.
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 a person's participation, termination of the participation of others with the same account, and/or loss of Points prior to their transfer to Fidelity Investments. To be

eligible to participate in this Program, you must be an individual (corporation, partnerships and other entities may not participate).

3. If a Cardholder is denied a benefit of the Card Program for which it is determined he or she is entitled, any liability of MBNA and/or Fidelity Investments shall be limited to the Cardholder's earned portion of that benefit. MBNA and Fidelity Investments are not responsible for any correspondence lost or delayed in the mail.
4. MBNA and/or Fidelity Investments may change or limit any aspect of the Card Program; amend the Card Program Guidelines, benefits or features, in whole or in part; may discontinue or replace any reward with a similar one of lesser, equal or greater value; may modify, delete or terminate any or all of the participating partners, rewards, benefits, or special offers, if applicable. Changes may affect outstanding transactions and Points, and may include, but are not limited to, the number of Points required to convert to Fidelity Investment Dollars, the type of transactions qualifying for Points, the type or value of rewards, and the maximum number of Points earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Points already earned.
5. MBNA and/or Fidelity Investments assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of Account balances, Points received and redeemed, or other Card Program activities. MBNA and/or Fidelity Investments is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or enrollment to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to your or any other person's computer related to or resulting from participation in or downloading any materials in the Card Program, if applicable.
6. No promises or representations are made as to the current or future tax consequences that may result from participation in the Card Program. Consult your tax advisor concerning any income or other tax consequences related to your participation in the Card Program.

7. As a Participant, you agree to release MBNA and Fidelity Investments, their parent companies, affiliates, and subsidiaries from any and all liability for loss, claim, expense or damages sustained in connection with the receipt, ownership, or use of any reward available through the Card Program.

8. The terms of the Card Program are subject to government approval and are void where prohibited by law.

MBNA AMERICA BANK, N. A., DOES NOT OFFER, SPONSOR, MANAGE, OR GUARANTEE ANY FIDELITY ACCOUNT.

The credit card program is issued and administered by MBNA America Bank, N. A., which is not an affiliate of Fidelity Investments. Evaluation of each applicant's eligibility for a credit card is determined by MBNA.

Please note that MBNA may compensate Fidelity Investments for making this service available.

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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 for participation; how to earn Reward Points ("Points"); convert Points to Fidelity Investment Dollars; and additional terms and conditions (collectively the "Card Program Guidelines"). Please read these 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 Credit Card Agreement, including its provisions regarding the use of arbitration to resolve Claims (as defined in the Credit Card Agreement). These Card Program Guidelines are not part of the Credit Card Agreement.

The Card is issued and administered by MBNA America Bank, N. A. ("MBNA"). Fidelity Brokerage Services LLC and its 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 Program is subject to policies provided by Fidelity Investments.

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 ends and you are otherwise credit eligible, MBNA may, at its discretion, issue a replacement credit card account to you. A 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 have an existing 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, SIMPLE IRA; Inherited IRA accounts, Fidelity 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 then at the end of the quarter, the Points will be converted into at least fifty (\$50) U.S. Dollars and deposited into your designated Fidelity Account, as provided in these Card Program Guidelines. Any Points not converted to U.S. Dollars and deposited to your designated Account will be carried over into successive billing cycles. Fidelity Investments and/or MBNA may change the terms of the reward program at any time, including the earnings rate, which is currently 1.5%. A cardholder may earn a maximum 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 authorized user(s), if any (“Net Purchase(s)”). Currently, use of the Card generates one and a half (1.5) Points for every one hundred U.S. dollars (\$100) in eligible new net retail purchase transactions (purchases less credits, returns, and adjustments) charged to the Card. Purchase transactions are rounded to the nearest dollar. The earnings rate is subject to change.
2. Unauthorized transactions do not earn Points. Unauthorized transactions include, but are not limited to transactions made with a lost, stolen, canceled or fraudulent credit card; returns, or other transactions subject to credit or adjustment; balance transfers, bank cash advances, direct deposit cash advances, credit card cash advance check transactions, Automated Teller Machine (ATM) withdrawals; credit insurance, credit protection, or debt cancellation charges; finance charges; late,

over-the-credit-limit, returned check, cash advance fees and similar transaction fee charges; purchases of money orders, person-to-person money transfers, wire transfers, bets, lottery tickets, casino gaming chips and other similar transactions do not earn Points. All transactions made with the Card are subject to authorization and/or verification by MBNA.

3. The periodic billing cycle statement (the “Statement”) sent to you by MBNA will report the number of Points earned during each billing cycle. If there is a balance of at least 50 Points at the closing date of the last billing cycle during a calendar quarter, then at the end of the quarter, the Points will be converted into at least fifty (\$50) U.S. Dollars and deposited into your designated Fidelity Account, as provided in these Card Program Guidelines. 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 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 which you can earn.
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 Roth IRAs) generally must meet certain requirements to be eligible to make annual contributions, including any Fidelity Investment Dollars.
 - A) **It is the cardholder’s responsibility to ensure that he or she is eligible to contribute to the Account, including contributions of 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 eligibility requirements.
 - B) Owners of tax-advantaged retirement accounts are subject to applicable annual IRS contribution limits. **It is the cardholder’s responsibility to ensure that annual contributions, including Fidelity Investment Dollars, do not exceed applicable annual contribution limits.** 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.

- C) Amounts, including Fidelity Investment Dollars, contributed to the Account that are ineligible contributions or that exceed applicable annual contribution limits can result in excess contributions. Such excess contributions, if not timely corrected, may subject the account owner to IRS excise taxes. The owner of a tax-advantaged retirement account remains responsible for ensuring that excess contributions do not occur. If an excess contribution does occur, the account owner remains responsible for correcting the excess in accordance with applicable IRS requirements along with any resulting taxes and penalties. However, Fidelity Investments reserves the right, but not the obligation, to not convert points where, based on information in Fidelity’s records, such a conversion will result in an excess contribution to a tax-advantaged retirement account.
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 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 transaction for which the adjustment is sought. Such discrepancies are not the same as credit card billing disputes and the separate resolution requirements that are applicable to them. Refer to your Statement for details about billing disputes. If a transaction is subject to a billing dispute, the Points value of the transaction will be deducted from the Points total during the dispute period. If the transaction is reinstated, the Points will be reinstated.
 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. Questions regarding Fidelity Account set-up, and the status of transferred Fidelity Investment Dollars will be resolved by Fidelity Investments (1-800-544-6666).

Qualifying For Fidelity Investment Dollars.

1. If there is a balance of at least fifty (50) Points at the closing date of the last Billing Cycle during a calendar quarter, then at the end of the quarter, the Points will be converted to U.S. Dollars, as provided in these Card Program Guidelines. Each converted Point becomes one 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 to Fidelity Investment Dollars. 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 to your Point total, whether due to error, refund, credit, or any other form of rescission, causes you to receive more credit to your Account than you were otherwise entitled to, you agree you may owe MBNA the value of such excess. MBNA has the right to reduce your Points accordingly, withhold any subsequent Points and/or credits to your Account, and/or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an equivalent debit in the form of a cash advance transaction to the Card.
4. In order to receive Fidelity Investment Dollars for Points earned through use of the Card, you must designate only one Account and maintain that account in good standing. If you have not designated an Account on your application for the Card, you may do so by telephoning MBNA at the toll-free telephone number on the back of the credit card following approval for the Card. If you do not open an Account with Fidelity or designate an Account within twelve (12) months