



FIFTH THIRD

**38 Fountain Square Plaza
Cincinnati, Ohio 45263**

Supplier Handbook

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Foundational Elements

At Fifth Third, we could not deliver the diverse set of products and financial services to our customers without you, our third party partners. We put the customer at the center of everything we do, and we look forward to partnering with third parties who share our commitment to our customers. We have created this Handbook to aid in the third party onboarding process and to clarify some of the governance programs that have been established as a result of being a regulated financial institution. The purpose is to walk you through each step in the process, in hopes of streamlining your onboarding experience.

At Fifth Third, we believe that strong third party relationships are key to our ability to deliver value to our customers. Every outsourcing relationship carries with it some risk. Some of that risk is inherent in the process of outsourcing. Some of the risk stems from the process itself being outsourced. Regardless of the source of the risk, it exists! If not managed effectively, the use of third parties could expose the Bank to financial loss, regulatory action, and reputational harm.

Fifth Third Bank is committed to fostering a strong risk and compliance culture, a component of which is how we manage the inherent risks of utilizing third parties. Multiple regulations

We firmly believe that strong third party relationships are key to our ability to deliver value to our customers.

exist that speak directly to the expectations of Financial Institutions related to the use of third parties. Examples of these regulations include the Federal Reserve SR 13-19 as well as various bulletins issued by the Consumer Financial Protection Bureau (CFPB), the Office of the

Comptroller of the Currency (OCC) and the Federal Deposit Insurance Corporation (FDIC).

A component of the Bank's onboarding process and of our ongoing relationships will have a focus on risk management. As good stewards of the Bank's assets and responsible business people, we need to ensure that by outsourcing our obligations to you, you are able to fulfill those obligations with the same level of care and diligence that we would. The following pages provide an overview of what you can expect by doing business in a regulated environment.

Third Party Lifecycle

Throughout this Handbook, we will explain each phase of the third party lifecycle, and what you can expect to happen within each phase. Third Parties are also referred to as vendors, service providers, and/or suppliers. Additionally, we share applicable tools and resources you can use to simplify and expedite the process.





Third Party Lifecycle | Initiation & Selection

To achieve our goals, Fifth Third seeks to strategically partner with highly qualified third parties that provide solutions that improve our processes and service levels, increase the quality of our products and services and reduce our total costs while meeting Fifth Third Bank's risk management and compliance expectations.

The Bank is committed to giving equal opportunities to all qualified third parties and conducting the selection process in accordance with the highest standards of integrity, fairness, and objectivity.

We seek to strategically partner with highly qualified third parties that provide solutions that improve our processes and service levels.

Fifth Third's RFX process is designed to ensure that all candidate third parties receive the same requirements. RFX events are led by Fifth Third's procurement team. **An executed non-**

disclosure agreement (NDA) is required by both parties prior to participation in any procurement event. Completion of the RFX event is required for consideration when multiple third parties are considered. For questions related to the RFX process, or for the status of a procurement event, please contact the applicable procurement contact.

Candidate third parties are objectively evaluated using the following criteria to determine selection:

- Ability to meet the business, functional, and technology requirements
- Quality of the product or service being offered
- Acceptance of the Bank's standard terms and conditions
- Delivery method of the product or service being offered
- Strategic fit into the Bank's portfolio of third parties
- Overall cost

To protect the Bank and all candidate third parties, as well as ensure regulatory compliance, Fifth Third expects all candidate third parties to:

- Provide your best proposal to the Bank's requests for quotations
- Provide all requested information in a timely manner
- Act honestly, ethically and in a straightforward manner in all dealings with the Bank
- Adhere to the confidentiality obligations of the NDA, which include but are not limited to proprietary or customer information that could be shared during an RFX event, including pricing



- Comply with all applicable laws, legal requirements, and regulations

A contract must be in place before goods and services are provided to the Bank. A properly executed contract requires the third party signature, as well as two Bank signatures. Following these guidelines will help ensure the procurement process proceeds in an efficient and expedient manner.

Third Party Lifecycle | Due Diligence Review

After Initiation and Selection is complete but prior to the execution of a contract, we will conduct a Due Diligence process to evaluate: the risk a third party product/service may present to the Bank; your ability to manage all risk matters related to the individual product(s) purchased or service(s) being performed; the strength of your control environment; and your ability to effectively mitigate risk.

It is important to note that some elements of due diligence are conducted at the service level, not at the third party company level. A “service” is defined as “any specific or unique product,

Due Diligence is conducted at the service level, not at the third party level.

service, act, accommodation or offering, supplied to, or on behalf of, Fifth Third Bank by a third party.” The rigor and frequency of Due Diligence is commensurate with the level of risk presented to the Bank and/or our customers. Services

provided may vary in risk level based on factors including, but not limited to: customer contact, data hosting/storing/managing, data center locations, Recovery Time Objective (RTO), type(s) of data shared (restricted, confidential, internal use), applicable compliance regulations, etc. Assessing third parties at the service level helps to ensure that variable risk levels are taken into consideration. **As new services are introduced or the risk profile changes on existing services, additional due diligence may be required**, depending on the time since the last review and the risk that the new service presents to the Bank. Third Parties/Services may also be subject to due diligence recertification and ongoing monitoring based on a frequency determined by the Bank. For questions related to Due Diligence, please contact your applicable Line of Business contact or Third Party Oversight contact.

What might trigger the need for additional due diligence?

- Change, or addition, of headquarters, operational location(s) and/or data center location(s)
- Change of data type or method by which data is being shared
- Change in amount of data being shared
- Change or addition of subcontractors
- Performance issues or incidents
- Third Party’s system access changes



- Third Party's facilities access changes
- Third Party Service expands to additional departments
- Mergers or acquisitions
- Third Party financial hardship or change in financial health

During third party due diligence, requests for documents and due diligence information will be sent to third parties in the form of surveys/questionnaires and requests via the Coupa Third Party Management system.

Coupa

Coupa Software, Inc. aka Coupa, provides system utilized for third party due diligence and some monitoring activities, inclusive of the gathering and assessment of third party controls and programs to measure performance. System-generated requests sent via the Coupa system will come from noreply@fifththird.risk-mail.coupahost.com. Please note – this is not a monitored email address, so please do not reply to this specific email address. All responses to Due Diligence requests must be made using the Coupa system to ensure a thorough, accurate and timely review. The following topics may be covered in these surveys:

- Information Technology / Information Security / Cyber Risk Mgmt
- Operational Risk
- Third Party Management (Subcontractor/Fourth Party usage)
- Reputational Risk
- Compliance
- Privacy
- Financial Crimes
- Bank Protection
- Human Resources
- Legal
- Insurance
- Financial Health (facilitated via Rapid Ratings International)

Rapid Ratings

Requests for third party financial health information will be sent by our partner Rapid Ratings International. Rapid Ratings facilitates the gathering and assessment of public and private company financial health information. Fifth Third utilizes this information to assess and monitor our third party's financial condition.

Third Party Lifecycle | Contracting

In addition to completion of the Due Diligence Process, the third party and the Bank need to formalize the terms of the contract. The purpose of this phase is to produce and secure a contract that details the obligation of the third party, inclusive of standard contract language and other legal requirements (terms and provisions), Service Level Agreements (SLAs), and appropriate signoffs. SLAs will be developed, including remedies for non-performance, and are designed to recognize and address issues in a timely manner. The contract will protect

both parties and seeks to clarify the mutual requirements of the Bank and Third Party providers.

A contract and purchase order should be in place with a third party prior to a third party providing any goods and/or services to the Bank.

A contract and purchase order should be in place with a third party prior to a third party providing any goods and/or services to the Bank. Standard Bank contract templates will be utilized to ensure that all risk and compliance requirements are included and to ensure that the performance expectations specific to the service being provided is properly

outlined. The Bank requires that contracts are reviewed by the appropriate internal areas, i.e., Legal, Line of Business, Finance, Procurement, Third Party Oversight, and other applicable risk experts as required, prior to execution to ensure all essential elements are incorporated including:

- Service Level Agreements
- Obligations regarding ongoing performance monitoring, notification and communication needs; and issue resolution;
- Clear allocation of risk and liability
- Terms required for customer facing services, i.e., call monitoring requirements, and participation in the Bank's Third Party Complaints Program;
- Additional terms and controls specific to the risks associated with the specific services being provided

Your Use of Subcontractors (aka Fourth Parties)

The Bank recognizes that for multiple reasons, including, but not limited to, operational efficiency, cost avoidance, business continuity and industry expertise, third parties may subcontract or delegate part of their contracted duties and responsibilities to fourth parties. The subcontracting of services to fourth parties can alter the risk profile of the third party relationship, depending on the type and criticality of the services being performed by the Fourth Party. In order for the Bank to determine if it is willing to accept this additional risk, the third party must complete the Operational Risk surveys in Coupa so that risk experts can evaluate the Third Party's Vendor Management Policies and Procedures.

The Third Party, and the Line of Business (LOB) that utilizes the Third Party, should have specific and detailed knowledge concerning the identity of fourth parties, the use and role of fourth party relationships, what processes or functions are being performed by those fourth parties, and the third party's willingness and ability to adequately manage and monitor those fourth parties. At no time, may any third party subcontract or outsource any business function, or share any Bank or Bank customer/client data with any fourth party, unless the Due Diligence Process evaluates the third party's use of Fourth Parties and ensures that adequate Fourth Party/Vendor Management policies and procedures were a part of the scope of the Due Diligence Review.



Additionally, the third party shall be responsible, and liable, for any failure by, or related to, any fourth party with which they subcontract, to the same extent as they are for their own personnel (in accordance with Agreements with the Bank). Failure on the part of a fourth party can manifest risk to the Bank through adverse reputational exposure, legal action, and civil/financial penalties upon the Bank.

If at any time it comes to either the Bank's or third party's attention that the third party, or any of its fourth parties, are, or may be, in violation of any law, ordinance, code, regulation, or contract terms or conditions (or if it is so determined by any court, tribunal or other authority), the third party must notify Fifth Third immediately. The LOB should then ensure that the third party will immediately take all appropriate steps to remedy such violation, to ensure compliance with any such law, ordinance, code, regulation, or contract terms or conditions in all respects, at third party's sole cost and expense, and will immediately notify the Bank of the actual or potential violation and the actions planned or taken to remedy the violation.

Third Party Lifecycle | Onboarding

During this phase, third parties have completed the governance processes required for Onboarding to begin. Now, it is time to execute on the required oversight and monitoring that will occur in our ongoing partnership. In partnership with the LOB and Third Party Oversight, we will partner with you to develop a formal monitoring and testing plan.

Purchase Orders

Upon execution of any contract, the third party will be provided a purchase order. Goods and services may be provided after a purchase order is received. Every third party utilized by the Bank must be registered within the Bank's supplier management system for procurement operations, to receive a purchase order. A copy of applicable W8 or W9 will be requested to register third parties.

Getting Paid

Fifth Third Bank's preferred payment method is by Card Payables or ACH/Direct Deposit with net 90 days for payment.

Fifth Third Bank requires an invoice from our third parties to remit payment for goods and services. Follow the requirements below to ensure proper and timely payment of invoices. If an invoice is received and does not comply with the following requirements, it will be rejected and returned for correction.

Invoices must include the following:

- Third Party Name
- Purchase Order number
- Remit to Address (where the payment should be sent)
- Date of service



- Invoice Date (date invoice was created)
- Third Party's internal unique invoice number
- Line item description of goods/services that are provided with the amounts. Line items in the purchase order should match the invoice line items
- If any services were performed outside of the U.S., the invoice must show the amounts due for those services on a separate invoice line
- Invoice total amount due
- Fifth Third Bank contact name and address
- Additional miscellaneous charges (i.e., sales tax, freight) MUST be separate items on the invoice
- Invoices should be emailed in a PDF format to 53Invoices.Bancorp@53.com or mailed to: Fifth Third Bank, 5050 Kingsley Drive, Cincinnati, Ohio 45227 MD: 1MOC1Y
- If invoices are emailed each invoice MUST be a separate file within the email
- Third Party statements, quotes or proforma purchase orders WILL NOT be accepted as a valid invoice

Third Party Lifecycle | Ongoing Monitoring

The level of Ongoing Monitoring required for each third party is determined by the level of risk the third party poses to the Bank.

Formalizing ongoing monitoring allows the Bank to properly monitor third party performance and remediate any issues that arise during the relationship. Third parties may be required to perform, provide and/or participate in the following monitoring activities:

- Validate performance reporting and scorecards to the Bank
- Periodic on-site reviews of the Third Party's control environment
- Regular meetings to discuss performance, new opportunities, action plans, change management, etc.
- Participate in call monitoring and/or call calibration sessions, if customer contact is applicable in the provided service
- Track customer complaints and submit monthly reporting in accordance with the Bank's requirements
- Third Parties may also be required to periodically submit policies, procedures and other documentation demonstrating that the Third Party's control environment meets Bank standards and regulatory requirements



Third Party Lifecycle | Termination

Unfortunately, there are events that at times may cause one or both parties to terminate the relationship. If this is required, the Bank will proceed in a professional manner, in accordance with the terms of our contract. We will strive to communicate clearly and hope to conduct all required termination activities in an orderly fashion.

In the event the third party relationship we are discontinuing involves the sharing of Bank data, third parties will be required to provide formal sign off that the data has been destroyed or sanitized in accordance with industry best standards.

Notifications

Prompt Notices Required

In addition to any notifications required in any Agreement with the Bank, all Third Parties are expected to promptly (and in any event within 48 hours following) notify Bank of any:

- Service Interruption and other catastrophic events, including any Force Majeure Event, data breach or event requiring the implementation of Third Party's Disaster Recovery Plan;
- Compliance lapses, and enforcement or other actual or threatened regulatory, civil or criminal actions;
- Financial difficulty and/or significant business changes, such as mergers, acquisitions, joint ventures, divestitures, or other business activities that may affect the Services described in the SOW; or
- Any Virus introduced into any Third Party or Third Party Personnel computer system or into any Bank software or other technology

Notice of Nonperformance

In addition to other notifications required in any Agreement with the Bank, all Third Parties are expected to promptly notify Bank if the Third Party becomes aware of:

- any failure by Third Party or any Third Party Personnel to comply with its obligations under this Agreement or
- any other situation that (1) has impacted or reasonably could impact the maintenance of Bank's financial integrity or internal controls, the accuracy of Bank's financial, accounting, or human resources records and reports or compliance with Bank standards, or (2) that has had or reasonably could have any other material adverse impact on third party performance or the business operations of Bank.

The third party shall describe for the Bank the impact or expected impact of the foregoing and promptly respond to Bank requests for additional information regarding the foregoing.

Notice of Action

Third Party shall promptly notify the Bank of any litigation, Governmental Authority action, or formal complaint brought against Third Party or Third Party Personnel related to the



performance of services or delivery of products delivered to or on behalf of the Bank, or similar to the Services described in any agreement with the Bank.

Notices should be sent to the Third Party's Fifth Third Contact, and to other person(s) or group(s) outlined in any agreement with the Bank, and with copy to ThirdPartyNotifications@53.com.

Customer Complaints

Financial Institutions, such as Fifth Third Bank, are required to maintain a compliance risk management system with clearly defined controls to mitigate the risk associated with the use of third parties. We are required to holistically understand customer complaints, whether they are received directly by Fifth Third, or indirectly by our third parties. We are responsible for ensuring that consistent quality is provided to all customers, regardless of whether the product or service they receive is delivered by Fifth Third or a third party.

In order for Fifth Third to manage customer and regulatory expectations regarding our products and services, data collection related to customer complaints is required. As one of our third parties, you may receive customer complaints that communicate dissatisfaction with the Fifth Third product or service that you provide. It is important that Fifth Third is made aware of the concerns and complaints of all our customers, including those customers that interact directly with our third parties.

In order to meet and exceed these customer and regulatory expectations, we request that you provide us with any customer complaints related to a Fifth Third product or service. A complaint is defined as: "Any written or escalated verbal communication stating that something is unfair, unsatisfactory, unacceptable or that the consumer is dissatisfied in regard to product, service, location or personnel."

If the service you provide has the potential to result in complaints, after contract execution you will receive a document that outlines the specific data collection request related to Fifth Third customer complaints, as well as detailed delivery instructions. This data collection will allow Fifth Third to monitor trends that may indicate that a particular service or product requires further assessment to determine whether it contains features that should be enhanced or revised. We look forward to working with you to ensure that customer service and support expectations are at the forefront of our continued relationship.

Third Party Code of Conduct

Our Supplier Code of Conduct sets forth our expectations for ethical, human rights, labor, and environmental standards throughout our third party network. We expect our suppliers to adhere to these guidelines, just as we hold ourselves to the highest levels of integrity and business conduct. To learn more please review, our [Third Party Code of Conduct](#).