

FIFTH THIRD BANK PROFESSIONAL DEBIT CARD DISCLOSURE AND CARD AGREEMENT



FIFTH THIRD BANK

Card Agreement

This Card Agreement states the terms and conditions governing your use of the Fifth Third Professional Debit Card issued by the Bank. The initial use, signing, or other acts of acceptance of the Card by you, any other person to whom a Card has been issued on your behalf, or by any other person you authorize or permit to use the Fifth Third Professional Debit Card constitutes acceptance of the following terms and conditions. Unless otherwise specified, the words **you**, **your** and **yours** mean the Account holder (which includes any joint Account holder) and anyone who uses the Card with your permission. The words **we**, **our**, **us**, **Fifth Third** and **Bank** mean Fifth Third Bank, National Association and its successors and assigns.

By making Transactions with the Fifth Third Professional Debit Card, you agree to, and to direct all Users to, use the Cards and Accounts only for legitimate business purposes and not for personal, family or household purposes, and to comply with, and be bound by, this entire Agreement. The Fifth Third Professional Debit Card is intended to be used only for business expenses including business-related travel, entertainment, gas and other expenses. Improper use of this card may lead to the card being closed or moved to another product with usage and benefits more inline with the use of the card.

DEFINITIONS

Account: The Fifth Third individual or joint checking account to which a Card is linked

ACH: The automated clearing house used by the Bank.

ATM: Automated teller machine.

Card Agreement: This Fifth Third Bank Professional Debit Card Disclosure and Card Agreement.

Electronic Banking: Services that allow you to access the Account using ATM's, telephones and other devices to make deposits, transfers or withdrawals to or from the Account.

Electronic Transfer: Any electronic banking transaction, including deposits or withdrawals accomplished electronically, as well as all transfers resulting from Card transactions, even if an electronic terminal is not involved at the time of the transaction.

Fifth Third Internet Banking: A service that allows you to access the Account using any personal computer via the Internet.

Fifth Third Professional Debit Card or may be used herein as the "Card": One or more Fifth Third Professional Debit cards or any other access device issued or approved by us for use in conjunction with an ATM, banking terminal, electronic funds transfer device, Internet access product, line of credit or any Fifth Third debit program to be used for business expenses.

Foreign Transaction: A transaction that occurs or is submitted to us from outside the United States or in a foreign country.

Mastercard®: Mastercard Inc.

PIN: Personal identification number.

Ready Reserve: A service whereby you may link the Account to a Fifth Third credit card account to cover overdrafts on the Account, as permitted by the terms and conditions of the Ready Reserve service.

Rules and Regulations: The Rules and Regulations Applicable to All Fifth Third Accounts and Cards, which govern the Account and were provided to you by us at the time you opened your Account, as amended from time to time.

Service: A telephone banking, Internet access product or point-of-sale service.

User: You and any other person you authorize or permit to use the Card

Visa®: Visa Inc.

1. YOUR RESPONSIBILITY

You assume responsibility for all transactions arising from authorized use of the Card by any User, whether such use is with an ATM, banking terminal, electronic funds transfer device, any debit program or any other means of access. If you have authorized another person to use the Card in any manner, that authorization shall be deemed to include the authorization to make withdrawals or transfers of funds to or from the Account, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person, including, without limitation, notifying the User and contacting us to inform us that the User is no longer authorized. Use of the Card via PIN with an ATM allows the User access to all associated accounts, including savings accounts and credit products.

2. YOUR AGREEMENT TO PAY

You agree to pay us on demand for all purchases made and services rendered by or to any User using the Card. Cancellation of a Card or termination of the Account shall not excuse your obligation to pay for all purchases or other transactions incurred against or in connection with the Account through the effective time of the cancellation or termination. This liability shall be joint and several.

3. CANCELLATION AND TERMINATION

You may surrender the Cards to terminate this Card Agreement. Your termination will be effective once all Cards issued on the Account have been closed. However, this Card Agreement shall remain in effect for purchases made and services rendered by or to any User of the Card. We may cancel the Card at any time without notice. If we do so, all Users will surrender the Cards immediately upon our request or the request of our agent. We reserve the right to refuse or terminate your use of the Card in our sole discretion at any time.

4. WAIVER

Except as may be prohibited by law or regulation, you hereby waive as against us all claims, defenses, rights and offsets you or any User now or hereafter may have against any merchant or other payee for merchandise or for services acquired by use of the Card or through any Electronic Banking product.

5. LIMITATIONS

We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals, or transfers made by Users by use of the Card, notwithstanding the amount in the Account, and terminate or suspend the operation of any or all electronic funds transfer devices or merchants, without notice unless required by law or regulation.

6. ACCOUNT AGREEMENTS

All transactions arising from the authorized use of the Card shall be subject to and controlled by the terms of this Card Agreement, the Rules and Regulations, and other applicable contractual relationships with us and all of our applicable rules and regulations, as amended from time to time. Please consult those documents for more information about the terms and conditions of the Account including, without limitation, overdraft fees. We provide you the Rules and Regulations at the time you opened the Account, but they are also available on the Checking Account page on www.53.com or at any Fifth Third Banking Center.

In the event of a conflict between the terms of this Card Agreement and the terms and conditions relating to your Account with us, including but not limited to, the Rules and Regulations, the terms of your signature card, application or account disclosures, this Card Agreement shall control with respect to the subject matter hereof.

7. YOUR RESPONSIBILITY FOR USERS

You are solely responsible for selecting Users. You must require each User to comply with the terms and conditions of this Card Agreement, and you are responsible for the failure of any User to so comply. You acknowledge and agree that you are responsible for retrieving the Cards if you revoke a User's authority to use a Card. Except as otherwise limited in this Card Agreement, you will remain responsible for all Card transactions.

8. FEES

You agree to pay all fees we charge in connection with the Electronic Banking services you obtain. We reserve the right to institute a standard charge or charges for the issuance, reissuance, or use of the Card or for the reinstatement of any Card privileges which have been suspended, as well as an annual fee and per item fee for each transaction and you agree to pay such charges and fees.

Fee Schedule

Category	Fee
ATM Mini Statement Fee	\$1.50
International POS/ATM Transaction Fee	3% of the transaction amount
Currency Conversion Fee	0.20% of the transaction amount
International ATM Withdrawal	\$5.00
Non-Fifth Third ATM Transaction	\$2.75 per transaction
Non-Fifth Third Cash Advance Debit Card Fee	Greater of \$5 or 3% of the transaction amount up to a maximum of \$10
Expedited Card Delivery Fee ¹	\$30

¹Expedited card delivery fee is waived for Fifth Third Private Bank and Preferred customers.

For a detailed schedule of fees, please see Consumer Accounts Fifth Third Pricing and Services at a Glance within the Rules and Regulations. We provided you the Rules and Regulations at the time you opened the Account, but they are also available at www.53.com or any Fifth Third Banking Center.

9. AMENDMENTS

We reserve the right to amend and modify this Card Agreement, the Rules and Regulations, and other contractual relationships with us. You agree that we may, in our sole discretion, subject to applicable law, amend any of the terms and conditions of this Card Agreement, the Rules and Regulations, and other contractual relationships with us. Any amendment or modification shall become effective on the date specified therein, consistent with applicable law.

10. FRAUD

Use of a Card after notice of its cancellation is fraudulent and will subject you or any User of the Card to legal proceedings.

11. ELECTRONIC BANKING DISCLOSURES

All Electronic Banking disclosures set forth in the Rules and Regulations are incorporated herein by reference as though rewritten in this Card Agreement, and you agree to all such Electronic Banking disclosures.

12. LOST OR STOLEN CARD

You agree to promptly notify us in the event any Card is lost or stolen, or you suspect any other unauthorized use of any Card. IN NO EVENT SHALL YOU WRITE YOUR PIN ON THE CARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL KEPT WITH THE CARD. See the section below entitled "Customer Liability for Unauthorized Transfers" for more information on your potential liability for such losses.

13. USE OF CARD IN CONNECTION WITH A CHECK THAT WILL BE DISHONORED

You shall not use the Card for any purpose that aids the negotiation of a check that you know will be dishonored when presented for payment. You agree that if we purchase any check drawn or endorsed by you and verified by use of the Card, or duly endorsed or assigned to us by the payee or endorsee of such a check and the check is thereafter dishonored, you will pay the amount of the check to us upon demand. If you refuse to pay the amount of the check to us upon demand, we may deduct the amount from any account you have with us, including charging a cash advance to your line of credit account with us.

14. FOREIGN CURRENCY TRANSACTIONS

We will assess an international transaction fee equal to 3% of the U.S. dollar amount of each foreign transaction. The international transaction fee is in addition to the currency conversion fee assessed by Mastercard®. If a transaction is made in a foreign currency, Mastercard will convert the transaction into a U.S. Dollar amount and assess a currency conversion fee equal to .20% of the transaction total. Mastercard will act in accordance with its operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, Mastercard regulations and procedures provide that the currency conversion rate is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

15. USE OF CARD FOR A SERVICE

If you use the Card for a Bank-approved Service, and we approve such use of the Card, you agree to the transfer of money in the Account to the accounts of third parties you designate. Such transfer will be made upon your instructions by use of a telephone or by other means acceptable to us. You agree to allow a reasonable period of time (at least five (5) business days) for a third party to receive the payment. You agree that we will not be responsible for any delays caused by mail service or any third party. In no case will we be liable for any interest or late payment charges assessed by a third party or termination of service caused by a delay in a third party's receiving or processing a payment. You agree to notify us of any change in your address or account with a third party, including change of account number.

16. GOVERNING LAW

The laws of the United States and the laws of Ohio govern this Card Agreement regardless of your or any User's place of residence. This Professional Debit Card is issued by Fifth Third under the laws of the United States and the State of Ohio.

17. CARD TRANSACTIONS

The following additional terms and conditions apply to Card transactions:

- a) Use of the Card authorizes us to directly debit or credit the Account for the amount of a Card transaction shown on the sales draft, receipt or other record of the transaction, regardless of whether you select the debit or credit option for the transaction, and to handle debit drafts in the same manner as we handle checks on the Account.
- b) You agree to pay the Card transaction fees in effect for the Account. We reserve the right to impose an annual fee upon notification to the Account holder.
- c) In consideration of the use of the Card, you agree that any sales drafts or withdrawal vouchers originated by use of the Card shall not be deemed to be items on which stop payment orders may be issued.
- d) This Card Agreement as it relates to use of the Card shall act as a contractual modification of the Uniform Commercial Code of the applicable state(s), to the extent permitted by such code.
- e) If you have Ready Reserve privileges or any other Bank line of credit arrangement, the terms and conditions of the Ready Reserve or other arrangements will be controlling with respect to overdrafts of the Account, regardless of whether they result from the use of checks, Ready Reserve transactions, cash advances or the Card.

18. ATM TRANSACTION CHARGES

Your Account may be subject to charges when using an ATM that does not display the Fifth Third logo. Also, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any

network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

19. TYPES OF AVAILABLE TRANSFERS

You or any User may use the Card and PIN to:

- a) withdraw cash from the Account;
- b) make deposits to the Account;
- c) transfer available funds between your checking or savings accounts at an ATM
- d) transfer available funds between your checking, savings, Visa®, Mastercard® or line of credit account through Fifth Third Internet Banking or Electronic Banking via telephone;
- e) pay bills directly from your Account to parties that have been notified and have agreed to accept your payments, provided that you make these payments in accordance with the procedures set forth by us;
- f) pay for purchases at places that have agreed to accept the Card; or
- g) withdraw available funds from your savings accounts.

Some of these services may not be available on all accounts or at all terminals. In addition, we will accept preauthorized transfers from the Account in accordance with procedures set forth by us.

20. TRANSFER LIMITATIONS

The following limitations apply to Electronic Transfers:

- a) Due to certain state banking laws currently in effect, you may not be able to make deposits at certain locations.
- b) The immediate use of deposited funds is restricted by the Rules and Regulations.
- c) Cash withdrawals from Fifth Third Bank ATMs or other ATMs may be made only from individual or joint personal accounts and from no other accounts.

d) SAVINGS ACCOUNT TRANSACTION POLICIES

Unlimited Transactions:

- You may make an unlimited number of payments from your savings account(s) to your Fifth Third installment, mortgage or credit card accounts.
- Withdrawals/transfers made in person or at an ATM are unlimited.

Transfer/Withdrawal Restrictions:

- You are limited to six of the following transactions from your savings account each month.
- Preauthorized or automatic withdrawals/transfers include, but are not limited to:
 - Automatic transfers from your savings account to cover an overdraft
 - Internet Banking-transfer of funds or bill payment from your savings account to third parties or to other deposit accounts at FifthThird.
 - Preauthorized ACH or electronic funds transfers.
 - Fifth Third Telephone Banking or any money management payment from your savings.
 - Point-of-sale transactions with a debit card.
 - Checks or drafts payable to third parties.

e) Notification of Excessive Transfers:

- We will send you a notice after the first and second month of excessive transfers. After three instances of exceeding the allowable number of withdrawals or transfers, your savings account may be closed and funds placed in a checking account, or you may be offered other options to eliminate future excessive transfers, including but not limited to, removal of the savings account's transfer and draft capabilities.

f) For security reasons, there are limits on the amount of cash withdrawals from the Account that may be made from Fifth Third ATMs or other ATMs.

g) There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit.

h) Once you have placed a stop payment order on a preauthorized transfer, we will not make any more preauthorized transfers to the person whom you were going to pay until we receive a new written authorization from you.

i) No deposits or withdrawals may be made on a dormant account through Fifth Third ATMs or other ATMs.

j) For security reasons, there may be other limits on the number and amount of transactions you can make using Fifth Third Bank ATMs or other ATM terminal systems.

k) The card carries daily limits on the dollar amount of purchases and ATM withdrawals you can make. Daily limits are assigned for your protection. To find more information on your daily limit or to lower your specific limit, please contact Customer Service at 800-972-3030 or visit your local Fifth Third Banking Center. The standard daily purchase and cash limits are printed on the materials that come with the Card.

l) We may adjust these daily limitations on cash withdrawals and purchases from time to time and

subject to applicable law, based on periodic risk assessments or upon request. Any such change will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in the notice.

21. ERROR RESOLUTION

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, contact us at the following address or phone number as soon as you can.

Error Resolution – PIN, Signature, & ACH Transactions

Phone: 877-833-6197

Our Customer Service Professionals are available to assist you Monday-Friday, 7 AM to 8 PM (EST), Saturdays, 8:30AM to 5 PM (EST).

Write: Fifth Third Bank

Attn: Disputes Resolution Department

5050 Kingsley Drive

MD: 1MOC2G

Cincinnati, OH 45227

To Report a Lost or Stolen Card or PIN or Other Unauthorized Use

Phone: 800-782-0279

Write: Fifth Third Bank

Attn: Disputes Resolution Department

5050 Kingsley Drive

MD: 1MOC2G

Cincinnati, OH 45227

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the error or problem appeared.

- a) Tell us your name and Account number.
- b) Describe the error of the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If notice of an error involves an electronic fund transfer resulting from a point of sale debit card transaction, the applicable time periods shall be ten (10) days business days and ninety (90) calendar days.

For the first thirty (30) days after an Account is opened and in which a notice of error is received, the applicable time periods shall be twenty (20) business days and ninety (90) calendar days. We will tell you the results within three (3) business days after completing our investigation.

If we decide that there was no error, the provisional credits will be debited from your account and we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

22. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

a) Receipts at Electronic Terminals. You can get a receipt at the time you make any transfer greater than \$15.00 to or from the Account using one of our ATM's or any other access terminal.

b) Preauthorized Credits. If you arrange to have direct deposits made to the Account at least once every sixty (60) days from the same person or company, you can call us at the Fifth Third Banking Center where the Account is located or at 800-972-3030 to find out whether or not the deposit has been made.

c) Periodic Statements. You will get a monthly Account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly, unless the account is dormant, in which case you will receive a statement only once a year.

23. CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your card or PIN has been lost or stolen or if you believe that an Electronic Transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your savings or credit account if you have a checking account with the Overdraft Protection feature). If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make or that were not authorized by you, including those by Card, PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from the Account without permission, contact us at the appropriate address or telephone number listed under the "Error Resolution" section of this document.

24. LIMITATION OF YOUR LIABILITY

You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Card without your permission.

25. BUSINESS DAYS

Our business days are Monday through Friday, except Federal Reserve Bank holidays on which we are closed.

26. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

Under the Rules and Regulations, if we do not complete a transfer to or from your Account on time or in the correct amount, we will be liable for all losses not to exceed the amount of the transfer. However, there are exceptions. We will not be liable, for instance:

- a)** If, through no fault of ours, you do not have enough money in the Account to complete the transfer.
- b)** If the transfer would go over your credit limit on your line of credit account.
- c)** If the Fifth Third ATM or other ATM where you are making the transfer does not have enough cash.
- d)** If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e)** If the funds in the Account are subject to legal process or other encumbrance restricting such transfer.
- f)** If Fifth Third Bank ATMs or other ATM terminals or system is not working properly due to normal maintenance activities or malfunction.
- g)** If Fifth Third Internet Banking was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.
- h)** If there is an allegation of fraudulent activity concerning the Account.
- i)** If other rules, regulations or agreements of the Bank so provide.

27. MASTERCARD EASY SAVING® PROGRAM TERMS AND CONDITIONS BETWEEN MASTERCARD AND YOU

The Mastercard Easy Savings Program – U.S. Small Business Cardholder Terms and Conditions between you and Mastercard may be found at www.mastercard.com/easysavings/common/en_US/termsconditions.html, or such other website as Mastercard may establish for the Mastercard Easy Savings Program. See the Fifth Third Bank Debit Card Guide to Benefits for more details surrounding Card benefits.

28. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.


We take our responsibility to protect the confidentiality of your financial information very seriously. It is our policy never to share information about you, your Account or the transfers made using your Card with third parties, including marketing companies, except in the situations noted below. Specifically, we will disclose such information:

- (a)** where it is necessary for completing transfers;
- (b)** in order to verify the existence and condition of your Bank Account for a third party, such as a credit bureau or a merchant;
- (c)** in order to comply with government agency or court orders, such as a lawful subpoena;
- (d)** if you give us your written permission;
- (e)** in the investigation or prosecution of alleged fraudulent activity concerning your Bank Account; or
- (f)** as otherwise provided in the Fifth Third privacy policy, which was provided to you by us when the Account was opened, but is also available at www.53.com.

You authorize the disclosure to any merchant or other payee of the information relating to your accounts as is reasonably necessary to perform our electronic banking services.



FIFTH THIRD BANK

Fifth Third Bank, National Association. Member FDIC.  Equal Housing Lender.
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