

FIFTH THIRD BANK AGREEMENT for Business Line of Credit Mastercard®

F03-S920-8-0325

This Agreement governs the terms and conditions of your Account. You should retain and carefully review this entire Agreement. You and we agree as follows:

We give this Agreement to our customers when they are approved for an Account, or when they request it. By opening an Account and making Transactions, you agree to use this Account and any Cards only for legitimate business purposes and not for personal, family or household purposes, and to comply with this entire Agreement. Unless otherwise specified, or unless the context provides otherwise, the words **you**, **your** and **yours** mean (a) each corporation, partnership, sole proprietorship, business entity or individual who applied (by Internet, orally or in writing) to us for an Account and whose application we have approved, and (b) any Guarantor. The words **we**, **our**, **us** and **Fifth Third** mean Fifth Third Bank, National Association and its successors and assigns.

DEFINITIONS

Account: Unless the context provides otherwise, your credit card account that you can access with Cards.

Account Statement: The periodic statement we provide to you in connection with your Account.

Agreement: This Fifth Third Bank Agreement for Business Line of Credit Mastercard.

Annual Fee: Your Card has an annual fee of \$150.00.

Applicable Law: At any time, any applicable (a) federal, state or local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (b) rule, regulation, restriction, requirement or contractual term of MasterCard or other card network, and (c) judicial or administrative interpretations of any of the foregoing.

ATM: Automated teller machine.

Available Credit Limit: The difference between the balances you owe us and your Account Credit Limit.

Billing Cycle: Time periods we use to manage your Accounts; each Billing Cycle is approximately one month long.

Business Day: Monday through Friday, excluding Federal Reserve Bank holidays.

Card: One or more cards or other access devices, including your account number or virtual card, that we issue to you, or someone you authorize, to receive credit under this Agreement.

Cash Advance: A transaction in which you (a) present a Card to any bank or other person that accepts Cards to get cash or cash-like equivalents (for example, money orders, traveler's checks or other payment instruments) from your Account; (b) use a Convenience Check or access Ready Reserve Overdraft Protection; (c) use your Card or your Account number to make a person-to-person transfer conducted through the Internet or otherwise; or (d) quasi-cash transactions.

Claim: Any claim, dispute or controversy between you and us arising from or relating to this Agreement, any prior agreement that you may have had with us or the relationships resulting from the Agreement or any prior agreement, including the validity, enforceability or scope of this provision, the Agreement or any prior agreement. Claim includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statute, common law and equity. The term Claim is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the Account created by the Agreement or any prior agreement or any balances on the Account, (b) advertisements, promotions or oral or written statements related to the Account or the terms of financing, and (c) your use of the Account.

Convenience Check: A check that may be used to access your Account.

Credit Limit: The Account credit limit.

Current Billing Cycle: A Billing Cycle that just ended.

Daily Periodic Rate: The periodic rate that applies to certain Transactions calculated on a daily basis.

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

Guarantor: Each Authorized Representative and Guarantor who completed a Fifth Third Bank Business Line of Credit Mastercard Application.

International Transaction Fee: A fee imposed for each Transaction outside of the U.S. or in a foreign currency.

Minimum Payment Due: The minimum amount that you must pay by the Payment Due Date shown on the front of your Account Statement.

New Balance: The new balance on your Account shown on the front of your Account Statement.

Payment Address: The remittance address indicated on the front of an Account Statement.

Payment Due Date: The date shown on the front of an Account Statement by which we must receive payment for the Billing Cycle.

PIN: Personal identification number.

Purchase: A purchase or lease of goods or services made with a Card or your Account.

Ready Reserve Overdraft Protection: An optional feature of your Account whereby you may link a business checking account to your Account to cover overdrafts on the business checking account.

Transaction: A Purchase or a Cash Advance.

U.S.: United States.

Prime Rate: The highest prime rate published in the "Money Rates" section of the online version of *The Wall Street Journal* (WSJ).

HOW TO USE YOUR CARD AND ACCESS YOUR ACCOUNT

1. Card Transactions, Purchases and Cash Advances.

You may use your Account and Cards to make a Purchase or obtain a Cash Advance by presenting a Card or Account number to participating merchants and establishments where Cards are honored. We will also treat as a Cash Advance any transaction using Ready Reserve Overdraft Protection.

You may also use Cards to transfer balances from other creditors, to make other transactions by means of balance transfer coupons or checks, or for any other transactions that we encourage you to make through an introductory or promotional offer, in accordance with the additional terms and conditions that we may offer from time to time. Unless we tell you otherwise, we will also treat any such balance transfer or other transaction as a Purchase. You agree that any debt incurred using your Account or a Card is valid, regardless of the purpose of the Transaction.

Pursuant to Applicable Law, restricted transactions are prohibited from being processed through any Fifth Third Bank account relationship. A restricted transaction includes, but is not limited to, any transaction or transmittal involving any credit, funds, instrument or proceeds that any person engaged in the business of betting or wagering knowingly accepts, in connection with the participation of another person in unlawful gambling. It includes credit or the proceeds or extension of credit (including credit extended by use of a credit card); electronic funds transfers or funds transmitted by or through a money transmitting business; or a check, draft or similar instrument that is drawn on or payable at or through any financial institution.

By definition, to engage in unlawful Internet gambling means to place, receive or otherwise knowingly transmit a bet or wager by any means that involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable federal or state law in the state or tribal lands in which the bet or wager is initiated, received or otherwise made. To ensure compliance with Applicable Law, Fifth Third Bank systematically blocks these transactions. This means that you will not be able to conduct these types of restricted transactions.

Purchases from a merchant that are directly convertible to cash (sometimes called “quasi-cash” transactions), such as purchases of casino gaming chips, lottery tickets, money orders, wire transfer services, travelers cheques or foreign currency, may not be permitted with your Card. In the event it is permitted, it will be treated as a Cash Advance. You may not use your Card or your Account for any illegal transaction or any gambling transaction. We reserve the right to decline any such transaction without notice.

Unless prohibited by Applicable Law, we may, from time to time, limit the type, number and dollar amounts of any Transactions, even if you have sufficient available credit. We may also terminate or suspend your use of your Account and Card and access to your Account without notice unless prohibited by Applicable Law.

2. Credit Limit.

We may establish an Account Credit Limit. You agree not to let the sum of all Transactions posted to your Account, plus any interest charges, fees and other charges provided for in this Agreement, exceed your Credit Limit.

Your Credit Limit will be disclosed in the document accompanying your Card.

We may refuse to authorize or accept any Transaction on your Account or Card that would cause you to exceed your Available Credit Limit. If we, in our sole discretion, decide to authorize or accept a Transaction on your Account or Card that would exceed your Available Credit Limit, we will not be liable to you. Subject to Applicable Law, we may charge to and deduct from the applicable User Account the amount of the Transaction and an overlimit charge and other related fees provided for in this Agreement. We may also request that you immediately repay us the amount in excess of your Available Credit Limit, as the case may be, suspend your Account or Card privileges and terminate this Agreement.

We may, from time to time and in our sole discretion, change your Credit Limit, reduce your Credit Limit to \$0 and close your Account or limit the number or amount of Transactions on your Account based on an evaluation of various factors, including your credit history, financial conditions and your ability to repay amounts owed in connection with the Account or any Card.

3. Convenience Checks.

We may issue Convenience Checks, which may be used to access your Account. We will treat any Convenience Check that we pay as a Cash Advance (except for a Convenience Check issued as part of a promotional offer which, unless we tell you otherwise, will be treated as a Purchase), and we will deduct the amount of the Convenience Check from the applicable Available Credit Limit. Each Convenience Check must be denominated in U.S. dollars and completed and signed in the same manner as a personal check. If we provide Convenience Checks for your Account, they may not be used to pay any amount owed under this Agreement. You may not request, and we will not honor, a stop payment on any Convenience Check. We reserve the right to return any Convenience Check unpaid if (a) the amount of the Convenience Check exceeds the credit limit; (b) your Account is not in good standing or you are otherwise in default of this Agreement; (c) any Cards or Convenience Checks have been reported lost or stolen or your Account may have been subject to unauthorized use; (d) you use a Convenience Check to pay any amount you owe on your Account; or (e) for any other reason. We will not be liable if we choose to return any Convenience Check unpaid.

4. Unauthorized Use.

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 Account or a Card without your permission. If you notice the loss or theft of any Card or a possible unauthorized use of any Card or your Account, you should contact us immediately at 877-833-6197.

5. Third-Party Claims or Defenses.

We are not responsible if a third party refuses to accept or honor a Card or your Account, even if you have sufficient available credit. Except as required by Applicable Law, we will not be responsible for any claim or defense you may have against any third party that arises out of or in connection with any Transaction with your Account or any Card or any services or goods or other property purchased or leased using your Account or any Card.

PAYING YOUR BILLS

6. Periodic Account Statements.

Except as otherwise stated in this Agreement, we will provide an Account Statement to you at your address as it appears on our records with respect to Transactions incurred. Unless you make other arrangements with us, the Account Statement will be mailed to you by regular mail to your address as it appears on our records.

We will provide an Account Statement for each Billing Cycle at the end of which you have a debit or credit balance in excess of \$1.00 or on which an interest charge has been imposed. Generally, you will receive 12 Account Statements each year your Account is open. We will not provide an Account Statement if (a) we deem the Account uncollectible, (b) delinquency collection proceedings have been instituted, or (c) for any other reason permitted by Applicable Law.

Each Account Statement will show all Transactions incurred that may have been posted to your Account since the last Account Statement, any payments and adjustments, any interest charge assessed for Transactions, any fees charged, the New Balance, the Credit Limit and Available Credit Limit, the Minimum Payment Due and the Payment Due Date.

7. Payments.

Payments are due on or before the Payment Due Date shown on your Account Statement. You must pay at least the Minimum Payment Due shown on the Account Statement, which will be the greater of **(a) 2% of the New Balance plus total billed interest charges and any fees, or (b) \$100.00**. The Minimum Payment Due shown on your Account Statement will also include any amount past due and any amount by which your Account exceeds the Credit Limit. All payments must be made by check or other negotiable instrument drawn on a U.S. branch of a financial institution located in the U.S. or by money order. Payments must be denominated in U.S. dollars.

We credit your payments in accordance with the terms on your statement. If you mail your payment to an address other than the payment address shown on your statement, there may be a delay in crediting the payment to your Account. We can accept late payments, partial payments or payments marked "payment in full," or with any other restrictive endorsement, without losing any of our rights under this Agreement. You must pay us in U.S. dollars in funds on deposit in the U.S. If you do not, we may refuse to accept your payment. We may also charge you the costs we incurred to collect the funds and we may select the currency conversion rate.

Although we may post payments as of the date we receive them, your Available Credit Limit may not be restored for up to 7 days after we receive your payment. If the Minimum Payment Due is to be automatically deducted from your business checking or business savings account with us, you agree to have on deposit in that account on the Payment Due Date available funds equal to the Minimum Payment Due.

Payments on your Account will be applied in the following order: interest charges, fees, any applicable installment balance minimum amount due that is calculated separately from the Minimum Payment Due, the Account balance with the lowest APR, then to each consecutive Account balance bearing the next lowest APR at the time payment is posted to your Account.

We may, in our sole discretion, offer you the ability to make your payments on an expedited basis. When you authorize us to process an expedited payment to your Account, we may charge you a fee. The amount of the fee will be disclosed to you at the time of the payment. We are not responsible if your financial institution dishonors an expedited payment for any reason, and we will retain the fee in those circumstances.

8. Prepayment.

You may pay without penalty any portion of the entire New Balance or more than the Minimum Payment Due before the Payment Due Date. You understand that by making a prepayment, the total amount you owe us will be reduced but that you must pay the Minimum Payment Due in successive Billing Cycles as reflected on the Account Statement.

DETERMINATION OF INTEREST CHARGES

9. Daily Periodic Rate.

We determine the Daily Periodic Rate by dividing the applicable APR by 365 (366 if a leap year).

10. Minimum Interest Charge.

If a User incurs interest charges in any Billing Cycle that total less than \$1.50, the interest charge that will be charged to your Account is \$1.50.

11. Annual Percentage Rate (APR).

(a) *Purchases and Cash Advances.*

APR for Purchases and Cash Advances. Documents accompanying your Card, which are incorporated by reference into this Agreement, disclose the APR for Purchases and Cash Advances in effect when your Account is opened.

Variable APR for Purchases and Cash Advances. If the APR for Purchases is a variable rate based on the Prime Rate plus a margin, we will calculate the rate daily by adding the applicable margin for those Transactions to the Prime Rate. (A "margin" is the percentage we add to the Prime Rate to calculate the APR.) This APR may vary (increase and decrease), but will not exceed 29.99% (corresponding Daily Periodic Rate of 0.08216%). Any increase or decrease in the Prime Rate will result in an increase or decrease in the Daily Periodic Rate and the APR, and as a result, the interest charge and the Minimum Payment Due will change and may result in a smaller part of payments being applied to reduce principal. We determine the Prime Rate two business days prior to the closing date of your Billing Cycle. Changes to the Daily Periodic Rate and corresponding APR for Purchases will be applied to your existing Account balance and to subsequent Transactions effective as of the first day of the Billing Cycle in which we determine the interest rate. If *The Wall Street Journal (WSJ)* does not publish the prime rate, or if it changes the definition of Prime Rate, we may, at our sole discretion, substitute another index.

APR for Cash Advances. The APR for cash advances will be 24.99% (corresponding Daily Periodic Rate of 0.06847%).

(b) Changes to Rates. Subject to Applicable Law, we may change the Daily Periodic Rate and corresponding APR for Purchases and Cash Advances if you are in default of this Agreement, or if we, in our sole discretion and from time to time, decide to take such action. (Please see the sections of this Agreement entitled "Penalty APR," "Changes to this Agreement" and "Default.")

(c) Introductory Purchase, Balance Transfer and Promotional APR Offers. At our discretion, we may offer you an introductory or promotional APR for all or a part of your Transactions. For example, we may offer you a promotional APR to encourage specific transactions, such as transferring balances from accounts you have with others, or an introductory APR for Purchases or Cash Advances when you open an Account. A promotional APR may also be offered via Convenience Checks. The period of time for which the introductory or promotional APR applies may be limited. Any introductory or promotional APR offer will be subject to the terms of the offer and this Agreement.

If applicable, we will disclose information regarding any introductory or promotional APRs and the period of time during which they are in effect in the document that accompanies a Card or in materials we send about the offer after you obtain a Card. If (i) we receive a Minimum Payment Due after its Payment Due Date; (ii) your total outstanding balance exceeds your Account credit limit on the closing date of a Billing Cycle; or (iii) (A) a check, similar instrument or electronic payment order that you have used for payment on your Account has been returned to us unpaid for any reason, (B) we must return a check or other instrument because it is not signed or is otherwise incomplete, or (C) a Convenience Check used to access your Account is not honored for any reason, we will adjust the APR to the purchase APR then in effect or the penalty APR, as applicable.

(d) Penalty APR. Subject to Applicable Law, we reserve the right to increase the APR to 29.99% on all new and outstanding User Account balances without giving you additional notice if: within a six (6) month period, on two occasions the User fails to make the minimum payment by the due date and the User Account is past due on the Billing Cycle. Once a User becomes subject to this Penalty APR, the Penalty APR will apply until six (6) consecutive minimum payments are paid by the due date and the User Account is not past due on any of these six (6) Billing Cycles.

12. Balance Subject to Interest Charge and Interest Charges.

(a) Balance Subject to Interest Charge. We will treat all fees (excluding Cash Advance fees) as Purchases for the purpose of computing the average daily balance for Purchases. We will treat Cash Advance fees as Cash Advances for the purpose of computing the average daily balance for Cash Advances. We calculate the balances of Purchases that are subject to an interest charge separately, based on the average daily balance of those Purchases in the Current Billing Cycle. We calculate the balance of Cash Advances that is subject to an interest charge separately, based on the average daily balance of those Cash Advances in the Current Billing Cycle. To determine the average daily balance for each type of Transaction (that is, Purchases, Balance Transfers and Cash Advances) during the Current Billing Cycle, we take the beginning balance of each type of Transaction each day (including any unpaid interest, which results in compounding of interest), add any new Transactions of that type, and subtract any payments or credits applied to that type of Transaction that day. This gives us the daily balance for that type of Transaction. The daily balance for each type of Transaction is considered to be \$0 for any day on which those portions of your Account have a credit balance. Then, we add all of the daily balances for the Current Billing Cycle and divide the total by the number of days in the Current Billing Cycle. This gives us an average daily balance of each type of Transaction for your Current Billing Cycle.

(b) Interest Charges. With respect to each User, no interest charges (other than International Transaction Fees) will be imposed on Purchases if you pay in full the New Balance shown on the Account Statement for your Current Billing Cycle by the Payment Due Date each month. Current purchases are purchases that first appear within the New Balance on your most current billing statement. Interest will continue to accrue each day on Purchases that appeared on previous billing statements until you pay the New Balance in full by your Payment Due Date each month. Interest accrued on any portion of the New Balance not paid in full by your current Payment Due Date will be billed in your next billing cycle.

An interest charge will be imposed on Cash Advances from the Transaction date and included in the average daily balance of Cash Advances at the applicable APR for Cash Advances until the payment in full is posted to your Account. There is no grace period or time period within which to pay and avoid an interest charge on Purchases, Balance Transfers, or Cash Advances. The total interest charge for your Account for a Billing Cycle is the sum of the interest charges for Purchases and Cash Advances. To compute the periodic rate portion of interest charges for the Current Billing Cycle, we multiply the average daily balance of each type of your Transactions in the Current Billing Cycle by the applicable Daily Periodic Rates for that cycle. Fees for Cash Advances and International Transactions, if any, are added to and included in the total interest charges for the Current Billing Cycle.

13. Fees.

Balance Transfer Fee. Unless your offer indicates otherwise, we will assess an interest charge in the form of a balance transfer fee equal to the greater of \$5.00 or 4% of the total dollar amount of the balance you are transferring from another account to your Account. This fee will not be assessed when you use the checks issued to you when you open your account.

Annual Fee. Your Card has an annual fee of \$150.00. This fee is assessed against your Account for the use of your Account and associated services, and will be identified as a Purchase on your Account Statement in the first billing cycle after a Card is issued to you and annually thereafter.

Replacement Card Fee. We will assess a Replacement Card Fee of \$10.00 if we replace a Card at your request.

Late Payment Fee. If you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a late payment fee of \$40.

Overlimit Charge. If the Credit Limit is exceeded during any Billing Cycle, we will impose an overlimit charge of \$39.

Returned Payment Fee. There is a returned payment fee of \$39 each time (i) a check, similar instrument or electronic payment order that has been used for payment on your Account has been returned to us unpaid for any reason, (ii) we must return a check or other instrument because it is not signed or is otherwise incomplete, or (iii) a Convenience Check used to access your Account is not honored for any reason.

International Transaction Fee. There is an interest charge in the form of a transaction fee equal to 3% of the U.S. dollar amount of each Foreign Transaction.

Expedited Card Delivery Fee. There is a delivery fee of \$30 per Account if delivery of a Card for the Account is expedited.

Convenience Check Fee. Unless your offer indicates otherwise, we will assess an interest charge in the form of a Convenience Check fee equal to the greater of \$5 or 4% of the total dollar amount of each Convenience Check used. This fee will not be assessed when you use the checks issued to you when you open your account.

Cash Advance Fee. We charge a fee for each cash advance. The fee is 5% of the amount of each advance, but not less than \$10. This fee is in addition to any other transaction fee you may be charged. We do not impose a cash advance fee on a Ready Reserve Overdraft Protection transaction.

Closed Account Fee. If you voluntarily close your Account, and you do not pay the entire balance due (other than in connection with your decision not to accept a change in the terms of your Account that is not disclosed in this Agreement), we will charge an interest charge of \$2.50 to your Account for each Billing Cycle during which there is an outstanding balance until the balance is paid in full.

We may institute a standard charge or charges for the issuance, reissuance or use of Cards or for the reinstatement of any Card or Account privileges that have been suspended, as well as an annual fee and per item fee for each Transaction, and you agree to pay us such charges and fees.

14. Foreign Currency Transactions.

If a Transaction is made in a foreign currency, we and Mastercard will convert the Transaction into a U.S. dollar amount. MasterCard will act in accordance with its operating regulations or conversion procedures in effect at the time the Transaction is processed. Currently, its regulations and procedures provide that the currency conversion rate used 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. Ready Reserve Overdraft Protection.

You may set up this Account to cover overdrafts on your checking Account. If you do, then the terms of this Agreement and the Rules and Regulations Applicable to All Fifth Third Bank Consumer and Business Banking Accounts and Cards will apply. For purposes of this Agreement, Ready Reserve Overdraft Protection transactions will be treated as Cash Advances, subject to the Cash Advance APR and will be assessed the Cash Advance Fee described in the Fees Section of this agreement. If you enroll in Ready Reserve Overdraft Protection, you may use your credit card to withdraw from your checking account at an ATM by entering your PIN and selecting withdraw from checking when prompted.

GENERAL PROVISIONS

16. Accepting this Agreement.

This Agreement will be effective on either the date you sign or otherwise submit an application for the Account that we approve or the date you, or someone you authorized, uses any Card or the Account, whichever is earlier. You agree that by using the Account or a Card, signing an Account application or other Account document or otherwise accepting the Account or a Card, you accept the terms and conditions of this Agreement.

17. Promise to Pay.

By your use of a Card or the Account, you promise to pay us for all Transactions made on the Account, including Transactions which exceed any Credit Limit. You agree to pay any fees, interest charges or other charges due under this Agreement. If this is a joint account, each of you, together and individually, is responsible for all amounts owed, even if only one of you uses the Account.

18. Your Responsibility.

You are responsible for all Transactions and other amounts posted to your Account arising from the authorized use of your Account or any Card. If you have authorized another person to use your Account or any Card in any way, we will deem your authorization to include the authorization to make Transactions of any kind using your Account or Card and to incur related fees and charges. We will also deem your authorization to continue until you revoke it by preventing that person from using your Account or Card. We are not responsible for controlling any User or any other person whom you have asked us to add to your Account or someone you let use your Account or Card. You should think carefully before allowing anyone to become an authorized user on your Account because you are allowing that person to use the Account as you can. If you wish to remove any such person's ability to use your Account or any Card, you must notify us in writing. This notice will not be effective until we receive and have had a reasonable opportunity to act on it.

OUR RIGHTS AND HOW THEY AFFECT YOU

19. Delays in Enforcement.

We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement.

20. Termination.

Subject to Applicable Law, we may terminate this Agreement or revoke your right to use your Account (including any User Account) or Cards, along with your right to make future Transactions, at any time and for any reason without notice to you. You may terminate your Account, any User Account and use of any and all Cards at any time by calling us at 877-534-2264, or writing to us at Fifth Third Bank, 5050 Kingsley Drive, MD 1MOC2G, Cincinnati, Ohio 45227. Any request to terminate your Account will be effective after we have had a reasonable opportunity to act on such request. The termination of this Agreement, whether initiated by us or you, will not affect any of your or our rights and obligations under this Agreement. If this Agreement is terminated, you must still repay any amounts you owe us, even if we allow a Transaction to be completed with your Account or a Card after this Agreement has been terminated. You agree to give to us or to destroy all of the Cards issued on your Account when we ask you to or when this Agreement is terminated. If someone attempts to use a Card after this Agreement is terminated, the Card may be retained. A Card also may be retained when you try to use it when certain other events occur.

21. Default.

Subject to Applicable Law, your Account will be in default under this Agreement if any one of the following occurs: (a) you become generally unable to pay your debts, (b) you use a check or instrument for payment that is dishonored, (c) you fail to pay the Minimum Payment Due on or before any User's respective Payment Due Date, (d) any other creditor tries by legal process to take money of yours in our possession, (e) a petition is filed or other proceeding is commenced by or against you under the federal bankruptcy act or any other applicable federal or state insolvency laws, (f) you provide us with any false or misleading information, (g) you breach any of your other obligations under this Agreement, (h) you exceed your Available Credit Limit, (i) you are in default of any other credit agreement you have with us or any of our affiliates, or (j) we believe in good faith that you may not pay or perform your obligations under this Agreement. The payment of any fee charged by us will not cure the default that caused the fee.

22. Our Additional Rights When You Are in Default.

If your Account is in default under this Agreement, we may, subject to Applicable Law, (a) require you to pay any portion of your outstanding Account balance immediately, (b) allow you to repay your Account subject to the terms and conditions of this Agreement, (c) immediately terminate your Account and cancel all Cards issued on it, (d) reduce any Credit Limit, or otherwise limit your ability to make Transactions as discussed in this Agreement, (e) commence a legal proceeding against you to collect all amounts owed in connection with this Agreement, or (f) increase the APR for Purchases and Cash Advances. We also may charge you court costs and reasonable attorneys' fees that we actually incur, as permitted by Applicable Law, if your Account is sent for collection to an attorney who is not our salaried employee. We will not be obligated to honor any attempted use of any Card or your Account if your Account is in default, or we have decided to terminate your Account or limit your ability to make Transactions as discussed in this Agreement. Except as otherwise provided for in this Agreement, interest charges will continue to accrue at the APR in effect at the time of default until your total Account balance, including such accrued interest charges, is paid in full. You agree that, subject to Applicable Law, if your Account is in default under this Agreement, you will accept calls from us at your home and your place of business regarding collection of your Account. By using a Card, you are deemed to have agreed to accept calls from us at home or at your place of business with respect to your Card and collection of your Account. You understand and agree that the calls to your home may be automatically dialed and a recorded message may be played. You agree that such calls will not be considered "unsolicited" calls or telemarketing calls for purposes of state or federal law.

23. Reevaluation of Financial Condition and Credit History.

We may reevaluate your financial condition and investigate any information you provided on your Account application at any time. In the course of doing so, we may obtain a current credit report and ask you for additional information about your financial condition by completing a Personal Financial Statement or such other form that we request from time to time. You give us your permission to obtain any information about you that we believe would be beneficial to facilitate our determination of your eligibility for the Account and Cards, including credit reports from consumer reporting agencies. We may, as a result of any such re-evaluation, (i) increase your credit line; (ii) decrease your credit line; or (iii) deem your Account to be in default.

24. Communicating With You: Consent to Contact by Electronic and Other Means.

To the extent permitted by applicable law, you consent that we may contact you at any telephone number that you have given to us or any number we have for you in our records, including your cellular or other wireless device, to service your account or for collection purposes. We have your permission to contact you by any means available, including by text message. You also agree that we may contact you using prerecorded messages or automatic dialers. When we use the words "we" and "us" in this paragraph, we are also referring to our affiliates, agents and service providers. If you give us an email address, you also consent to our contacting you by email.

25. Telephone Monitoring and Recording.

You acknowledge that telephone calls and other communications you provide to us may be monitored and recorded for training and quality control purposes. You agree that we may, and you authorize us to, monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Transaction, your Account or other service contemplated by this Agreement. We will not be liable for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by Applicable Law.

26. Fees.

You agree that we may charge and deduct from any savings or checking account that you maintain with us any charges associated with or incurred in connection with the use of the Account or any Card.

27. Arbitration.

You and we each agree that any Claim will be arbitrated instead of litigated in court under the circumstances and procedures set forth below. Any Claim will be resolved upon the election of arbitration by you or us pursuant to this provision and the American Arbitration Association (AAA) Rules in effect at the time the Claim is filed. (If for any reason the AAA is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing similar rules and procedures will be substituted by us.) With respect to Claims covered by this provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE AAA RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. The AAA Rules and forms of the AAA may be obtained by calling 800-778-7879 or by visiting the AAA's Web site at www.adr.org. All Claims must be filed at any AAA office.

There will be no authority for any Claims to be arbitrated on a class action basis. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. At your written request, we will temporarily advance up to \$500 towards the filing, administrative and/or hearing fees for any Claim that you may file against us after you have paid an amount equivalent to the fee, if any, for filing such a Claim in state or federal court (whichever is less) in the judicial district in which you reside. At the

conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. Unless inconsistent with Applicable Law, each party will bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act (FAA), 9 U. S. C. §§ 1 et seq., as amended. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the AAA, which will reconsider *de novo* any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

As solely used in this provision, the terms we and us will for all purposes mean Fifth Third Bank, National Association, all of its parents, wholly- or majority-owned subsidiaries, affiliates, predecessors, successors and assigns, and all of their independent contractors, agents, employees, directors and representatives.

This provision will survive termination of your Account, as well as the repayment of all outstanding amounts incurred in connection with this Agreement. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the AAA Rules and this arbitration provision, this provision will govern.

28. Changes to this Agreement.

Subject to Applicable Law, we can change this Agreement at any time, regardless of whether you have access to your Account, by adding, deleting or modifying any provision (including increasing any rate of interest charge, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to interest charge, changing your Available Credit Limit, changing the date upon which interest charges begin to accrue, changing the Minimum Payment Due or limiting the number or amount of Transactions on your Account). Any such changes will generally be effective immediately unless we are required by Applicable Law to provide you with advance written notice of the proposed changes. If this is the case, those changes will be effective immediately following the effective date stated in the notice. Subject to Applicable Law, any such changes will apply to the Account balance on the effective date of the change and to any future balances created after that date. If we give you the right to reject a change (whether because it is required by Applicable Law or otherwise), and you do not notify us by the date stated in a notice, or if you notify us but then the applicable Account or Card is used after the date stated in the notice, you will be deemed to accept all changes in the notice and to accept and confirm all terms of your Agreement and all changes in prior notices we have sent you, regardless of whether you have access to your Account. If you reject a change that we make, we will close your Account. No change to any term of this Agreement will affect your obligation to pay all amounts you owe under this Agreement.

29. Waiver of Rights.

Except as may be prohibited by Applicable Law, you agree to waive any right you may have for us to act promptly in bringing any action(s) against you (known as diligence); to demand payments of amounts due (known as presentment); to obtain an official certification of nonpayment (known as protest); and to give notice that amounts due will not be paid (known as notice of dishonor or notice of default and non-payment).

30. Change of Address.

We will rely on your address as it appears in our records for any Account communications we send to you unless and until either you or the U.S. Postal Service notifies us of a change of address and we have had a reasonable opportunity to act on such notice. If your Account is a joint Account, each of you appoints the other as your agent to designate the address to which any and all Account communications, including any Account Statements, may be sent to you.

31. Correspondence.

To the extent permitted by Applicable Law, any communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. Any communication we send to you will, however, be effective and deemed delivered when mailed to you at the address as it appears on our records.

32. Assignment.

You may not sell, assign or transfer your Account or any Card or any of your rights and obligations under this Agreement. We may, however, sell, assign or transfer your Account, or any balance due thereunder, and our rights and obligations under this Agreement to another entity without your consent and without prior notice. That entity will take our place in this Agreement.

33. Severability.

If any provision of this Agreement is deemed to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

34. Governing Law.

This Agreement is entered into between you and us in the State of Ohio, and your Account and this Agreement, and any claim, dispute or controversy arising from or relating to your Account or this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place where you live, is governed by, and construed in accordance with, the laws of the State of Ohio, without regard to Ohio's conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under this Agreement also are governed by Ohio law and applicable provisions of federal law, and all amounts granted under this Agreement are extended from the State of Ohio.

35. Entire Agreement.

You acknowledge that this Agreement, your use of any Card and any application and sales slip that you signed or otherwise submitted in connection with any Card or the Account (which is hereby incorporated by reference in this Agreement), and any

indebtedness incurred using any Card or the Account, constitutes acceptance of the terms of this Agreement, as amended from time to time, and the documents accompanying each Card that apply to your Account, which are incorporated by reference into this Agreement, make up the entire agreement between you and us and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communications and understandings between you and us concerning the Account and the Cards. Neither you nor we intend that anything in this Agreement should result in the assessment of fees or charges in excess of those permitted by Applicable Law. If any fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by Applicable Law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you. You agree that any documentation provided to you that indicates that a Transaction was made shall be admissible as evidence of such Transaction and shall be proof that such transaction or transfer was made.

36. Questions.

If you have any questions about this Agreement or the Cards, please contact us at 877-534-2264.

37. Section Headings.

The Section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations hereunder.

Fifth Third Bank, National Association, Member FDIC.