FIFTH THIRD BANK BUSINESS DEBIT CARD DISCLOSURE AND CARD AGREEMENT

Card Agreement
This Fifth Third Bank Business Debit Card Disclosure and Card Agreement ("Card Agreement") states the terms and conditions governing the Business Debit Card ("Card" or "Cards") issued by Fifth Third Bank, National Association (the "Bank" or "we" or "our") under the laws of the United States and the State of Ohio. The initial issue, signing, or other acceptance of the Card by any person to which a Card has been issued on behalf of the Bank’s business account holder ("you" or "your") or by any other person you authorize or permit (you and such persons herein referred to as "User" or "Users") constitutes acceptance of the following terms and conditions. This Agreement applies only to business or commercial accounts to which one or more Cards are linked ("Account(s)").

By making Transactions with the Fifth Third Business Debit Card, you agree to, and to direct all Users to, use the Cards and Accounts to which Cards are linked only for legitimate business purposes and not for personal, family or household purposes, and to comply with, and be bound by, this entire Card Agreement. The Fifth Third Business 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.

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 automated teller machine (ATM), banking terminal, electronic funds transfer device 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 for your Accounts to which Cards are linked, 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.

2. YOU AGREE TO PAY
You agree to pay us on demand for all purchases made, services rendered, and cash advances made by or to any User using the Card. Except as specifically prohibited by law or regulation, you hereby waive as against us all of your claims, defenses, rights and offsets now or hereafter existing against any merchant or other payee for services or merchandise acquired with 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 will be joint and several.

3. ACCOUNT AGREEMENTS
All transactions arising from the authorized use of the Card shall be subject to and controlled by the terms of all applicable Account agreements, the Rules and Regulations Applicable to All Fifth Third Accounts and Cards ("Rules and Regulations") and other 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. 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.

4. CANCELLATION AND TERMINATION
You may surrender the Cards and 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, services rendered and cash advances made by or to any User using the Cards. We may cancel the Cards at any time without notice and all Users will surrender the Cards immediately upon our request or the request of our agent. The cancellation of this Card Agreement shall not affect your obligation to repay all amounts owed to us under this Card Agreement or in connection with the use of the Cards. We reserve the right to refuse or terminate your use of the Cards in our sole discretion at any time.

5. WAIVER
Except as may be prohibited by law or regulation, you hereby waive as against the Bank all claims, defenses, rights and offsets you or any User now or hereafter may have against any merchant for merchandise or other transactions incurred against or in connection with the Account through the effective time of the cancellation or termination. This liability will be joint and several.

6. LIMITATIONS
We may, from time to time, limit the type, number and dollar amounts of any checks, drafts, transfers or deposits made by Users by use of the Cards, 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.

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 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 any User leaves your employment or you otherwise revoke a User’s authority to use a Card. Except as otherwise limited in this Agreement, you will remain responsible for all Card transactions.
17. LIMITATION OF BANK’S RESPONSIBILITY

We will not be liable for failing to process or complete an electronic banking transaction to or from your Account unless you prove the failure was caused by our willful misconduct or gross negligence and causes you actual harm. In no event will we be liable for not processing or completing an electronic banking transaction if:

a) through no fault of the Bank, you do not have enough money in the Account to make the transfer;

b) we are legally restricted from transferring the funds in the Account;

c) circumstances beyond our control, including, but not limited to, telecommunications outages or interruptions, computer failure, postal strikes and other labor unrest, delays caused by payees, fires, floods or other natural disasters prevent the transfer, despite reasonable precautions that we have taken;

d) the Fifth Third or other ATM where the User is making the transfer does not have enough cash;

f) the ATM, POS terminal or other applicable system was not working properly and the User should have known about the breakdown when User started the transfer;

f) Fifth Third Internet Banking was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnected problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and other labor problems;

h) we have not received proper authorization and notice;

i) the merchant or financial institution fails to accept the Card;

j) there is an allegation of fraudulent activity concerning the account;

k) the Card and/or PIN has been reported lost or stolen or we have cancelled the Card and/or PINs;

l) other rules, regulations, or agreements of the Bank so provide.

18. FOREIGN CURRENCY TRANSACTION FEE

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 is that in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

19. ATM TRANSACTION CHARGES

The Account may be subject to charges when you or any User uses 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 for the transaction (and may be charged a fee for a balance inquiry even if the User does not complete a funds transfer).

20. USE OF THE CARD FOR A SERVICE

If you or any User uses the Card for a Bank-approved service, including but not limited to, telephone banking, internet banking or point-of-sale services, and we approve such use of the Card, you agree to the transfer of money in the Account or other accounts for which you have the authority to withdraw or transfer funds to the accounts of third parties you designate. Such transfer shall be made upon your instructions via use of a telephone, or by other means accessible 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 shall not be responsible for any delays caused by mail service or any third party. In no case shall 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 to any account with a merchant, including change of account number.

21. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

You or any User may use the Card to:

• withdraw cash from the Account;

• pay for purchases from the Account at places that have agreed to accept the Card;

• transfer available funds between your checking or savings accounts at an ATM;

• transfer available funds from your checking, savings, Visa®, Mastercard® or line of credit accounts through Fifth Third Internet Banking or Electronic Banking or Bank Transfer service; or

• make deposits to the Account (Note: Peer2Peer® ATMs will not accept deposits greater than $50,000. We reserve the right to reject deposits in excess of $50,000 at any ATM displaying the Fifth Third logo.)

Some of these services may not be available at all terminals.

22. 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 agreements governing accounts of the Bank, including the Rules and Regulations.

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

d) There are limits on the amount of cash you or any User may withdraw or transfer immediately after a deposit is made.

The Cards may be cancelled or revoked or limited in their use at any time by us or our agent.

e) For security reasons, there may be other limits on the number and amount of transactions any User can make.

f) The Account is a savings account, the number of transactions that you may make each calendar month is limited by applicable federal law. You should consult the Account agreement and the Rules and Regulations for a description of these limitations.

g) Neither you nor any User may pay for purchases at a POS terminal or otherwise from any Account that is a savings account.

23. BUSINESS DAYS

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

24. GOVERNING LAW

The laws of the United States and the laws of the State of Ohio govern this Card Agreement regardless of your or any User’s place of business and without regard to Ohio’s conflict of law principles. All transfers are agreed to be originated within the State of Ohio. You and each User hereby consent to service of process, personal jurisdiction and venue in the state and federal courts in Cincinnati, Ohio and Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under this Agreement.

25. ASSIGNMENT

You may not sell, assign or transfer the Account or this Card Agreement or any of its rights or obligations under this Card Agreement. We may sell, assign or transfer the Account, or any balance due therein, and our rights and obligations under this Card Agreement without prior notice to you or your consent.

26. SEVERABILITY

If any provision of this Card Agreement is deemed to be void or unenforceable by a court of competent jurisdiction, or by any governmental agency, such provision shall continue to be enforceable to the extent permitted by that court or agency, and the remainder shall be deemed stripped from this Card Agreement. All other provisions of this Card Agreement shall remain in full force and effect.

27. SECTION HEADINGS

The section headings used in this Card Agreement are for convenience only and do not in any way limit our or any User’s rights or obligations hereunder.

28. MASTERCARD EASY SAVINGS® PROGRAM TERMS AND CONDITIONS

The Mastercard Easy Savings Program — U.S. Small Business Cardholder Terms and Conditions between you and Mastercard may be found at www.mastercard.com, or other website where Mastercard Member Bank Easy Savings Program may be found. See the Fifth Third Bank Debit Card Guide to Benefits for more information surrounding Card benefits.

29. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We take reasonable steps 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 Account for a third party, such as a credit business 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) where 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.