

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **December 2, 2015**

**Vantiv, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State of incorporation)

**001-35462**

(Commission File Number)

**26-4532998**

(IRS Employer Identification No.)

**8500 Governor's Hill Drive  
Symmes Township, Ohio 45249**

(Address of principal executive offices, including zip code)

**(513) 900-5250**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.02 Termination of a Material Definitive Agreement**

On December 2, 2015, Vantiv Holding, LLC ("Vantiv Holding"), a subsidiary of Vantiv, Inc. (the "Company") and Fifth Third Bank entered into a warrant cancellation agreement (the "Warrant Cancellation Agreement") to cancel a portion of the warrant to purchase an aggregate of 20,378,027 Class C units of Vantiv Holding that was issued to Fifth Third Bank on June 30, 2009 (the "Warrant"). The Warrant Cancellation Agreement will cancel the rights under the Warrant to purchase 4,794,115 Class C units of Vantiv Holding for aggregate consideration of \$200.0 million payable by Vantiv Holding to Fifth Third Bank, which partial cancellation of the Warrant is referred to as the "Warrant Transaction." Following such cancellation, the Warrant will be exercisable for an aggregate of 15,583,912 Class C units in Vantiv Holding. Class C units issuable upon exercise of the remaining portion of the Warrant will continue to be exchangeable on a one-for-one basis for shares of the Company's Class A common stock pursuant to the terms of the exchange agreement, dated March 21, 2012, between the Company and Fifth Third Bank. Net of certain anticipated tax related benefits from the Warrant Transaction, the net cash required to cancel the Warrant units would be equivalent to \$124.0 million. These anticipated tax related benefits will not have an impact on the Company's statements of income. The Company will not be required to immediately incur any additional debt in connection with the Warrant Transaction. However, because of the impact of the Warrant Transaction on the Company's available cash, it does increase the likelihood that the Company will have to incur additional indebtedness in the current quarter and over subsequent quarters.

Given Fifth Third Bank's ownership of the Company, representation on the Company's board of directors and number of business and other agreements with the Company, a special committee of the Company's board of directors comprised of independent, disinterested directors has authorized the Warrant Transaction subject to the terms and conditions set forth in the Warrant Cancellation Agreement.

A copy of the Warrant Cancellation Agreement is attached hereto as Exhibit 10.1, and is incorporated by reference herein.

**Offering, Partial Net Exercise of Warrant and Warrant Transactions**

On December 2, 2015, the Company announced that Fifth Third Bank has agreed to sell 13,374,592 shares of the Company's Class A common stock in an underwritten secondary public offering (the "Offering") pursuant to the Company's shelf registration statement filed with the Securities and Exchange Commission.

In order to obtain the 13,374,592 shares of Class A common stock sold in the Offering, Fifth Third Bank net exercised a portion of the remaining Warrant following the Warrant Transaction described in Item 1.02 above to purchase 5,374,592 Class C Units of Vantiv Holding, LLC and will exchange those units along with 8,000,000 Class B Units of Vantiv Holding, LLC on a one-for-one basis into shares of Class A common stock (the "Exchange"). Following the Warrant Transaction, partial net exercise of the remaining Warrant and the Offering, the Selling Stockholder will hold the rights to purchase 7,791,956 Class C units of Vantiv Holding, LLC.

The settlement of the partial Warrant exercise and issuance of 5,374,592 Class C units will occur on December 7, 2015 or such other time as Fifth Third Bank and Vantiv Holding may agree.

On December 2, 2015, the Company also announced the Warrant Transaction described in Item 1.02 above, which description is hereby incorporated by reference in this Item 8.01. The Company may not achieve the expected benefits of the Warrant Transaction. The price the Company pays to cancel the portion of the Warrant reflects an expectation as to the availability of tax benefits associated with the Warrant Transaction, and there can be no assurance that those benefits will be available. In addition, the more debt the Company may incur given the impact of the Warrant Transaction to its cash could result in the Warrant Transaction being less accretive than the Company anticipates.

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While the Offering and the partial Warrant exercise are not contingent on the Warrant Transaction, the Company expects that the Warrant Transaction will be consummated immediately prior to the Offering and the partial Warrant exercise.

In connection with the Exchange, the Company expects to record a liability of approximately \$378 million during the quarter ending December 31, 2015 under the tax receivable agreement it entered into with Fifth Third Bank at the time of the Company's initial public offering. This approximate liability is based on the closing share price as of December 1, 2015. The liability under the tax receivable agreement will not have an impact on the Company's statements of income. The liability recorded is subject to change depending on the actual closing share price on the date of the exchange.

A copy of the press release announcing the Offering, the Warrant Transaction and partial Warrant exercise is attached hereto as Exhibit 99.1, and is incorporated by reference herein.

**Corporate Governance Developments**

Fifth Third Bank currently has certain consent rights under our amended and restated certificate of incorporation that require its approval for certain significant matters related to the Company, and consent rights under the Amended and Restated Vantiv Holding Limited Liability Company Agreement that require its approval for certain significant matters related to Vantiv Holding and its subsidiaries. If the Offering is consummated, such consent rights will terminate as they will have transferred more than 50% of the shares of Class A common stock and Class B common stock that they held immediately following the consummation of the Company's initial public offering.

These consent rights under the Vantiv Holding amended and restated certificate of incorporation require approval from Fifth Third Bank, subject to certain exceptions, for: (a) a change of control of the Company to the extent the implied equity value of the Company, Vantiv Holding and our other subsidiaries is below certain thresholds; (b) changes to material terms and conditions of the Vantiv Holding Management Phantom Equity Plan; (c) issuances of new securities constituting more than 20% of total outstanding common stock of the Company (excluding any shares issued or issuable in connection with the Warrant issued to Fifth Third Bank on June 30, 2009 or the Warrant, the Vantiv Holding Management Phantom Equity Plan and the 2012 Vantiv, Inc. Equity Incentive Plan, or the 2012 Equity Plan); and (d) incurrences of indebtedness by the Company and its subsidiaries if immediately following such incurrence the Company's leverage ratio would be equal to or exceed 5 to 1.

In addition to similar consent rights described above at Vantiv, Inc., the consent rights under the Amended and Restated Vantiv Holding Limited Liability Company Agreement being terminated include approvals for, among other things, subject to certain exceptions: (a) sales of assets in excess of \$250 million; (b) acquisitions or investments in excess of \$300 million; (c) retention of the auditor of Vantiv Holding and its subsidiaries; (d) a material change to the strategic direction of Vantiv Holding and/or its other subsidiaries; (e) making any loans or series of related loans in excess of \$250 million; (f) capital expenditure contracts in excess of \$75 million; (g) the payment or setting aside of any distributions; (h) material tax elections; (i) submission of material tax returns; and (j) changes to capitalization or organization of any subsidiary (including the formation of any subsidiary) or any governance provisions of any subsidiary that would either circumvent the consent rights provided for in the Amended and Restated Vantiv Holding Limited Liability Company Agreement or materially and adversely affect any member holding 15% or more of the outstanding units in a manner differently or disproportionately than the other members.

Although such consent rights are being terminated, the Company expects to continue to be deemed "controlled" by Fifth Third Bank under applicable banking laws following the Offering. Until Fifth Third Bank is no longer deemed to control the Company under applicable banking laws, the Company and Vantiv Holding are required to refrain from engaging in any business that would not be permissible for Fifth Third Bank or its affiliates or that would reasonably require Fifth Third Bank or its affiliates to seek regulatory approval, whether under the Bank Holding Company Act of 1956, as amended, Ohio law or other applicable federal or state law, without first

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**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

- 10.1 Warrant Cancellation Agreement, dated as of December 2, 2015, by and between Vantiv Holding, LLC and Fifth Third Bank
- 99.1 Press Release issued on December 2, 2015 by Vantiv, Inc.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**VANTIV, INC.**

Dated: December 2, 2015

By: /s/ Nelson F. Greene  
Name: Nelson F. Greene  
Title: Chief Legal Officer and Secretary

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**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
10.1	Warrant Cancellation Agreement, dated as of December 2, 2015, by and between Vantiv Holding, LLC and Fifth Third Bank
99.1	Press Release issued on December 2, 2015 by Vantiv, Inc.

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## WARRANT CANCELLATION AGREEMENT

This WARRANT CANCELLATION AGREEMENT (this "Agreement") is entered into as of December 2, 2015 between Vantiv Holding, LLC, a Delaware limited liability company ("Vantiv" or the "Company"), and Fifth Third Bank, a bank chartered under the laws of the State of Ohio ("Fifth Third Bank" or the "Warrantholder"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Warrant.

WHEREAS, pursuant to that certain Warrant between Vantiv and Fifth Third Bank, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Warrant"), Vantiv has granted to Fifth Third Bank an option to purchase a certain number of Warrant Units (as defined in the Warrant) at the Exercise Price;

WHEREAS, in consideration of receiving the Warrant Consideration (as defined below), Fifth Third Bank desires to surrender for termination and cancellation a portion of the Warrant as set forth below, which surrender, termination and cancellation Vantiv hereby desires to accept; and

NOW, THEREFORE, in consideration of the premises, representations, warranties and covenants herein contained, the parties agree as follows:

### ARTICLE I CANCELLATION OF WARRANT

1.1 Cancellation of a Portion of the Warrant. The Warrantholder hereby acknowledges and agrees to the termination, surrender and cancellation of the Warrantholder's right to purchase 4,794,115 Warrant Units, representing a portion of the outstanding Warrant Units under the Warrant (the "Terminated Portion"), effective as of three Business Days after the date hereof, or such other date as the parties may mutually agree (the "Effective Date") in consideration for, and conditioned upon the payment of, the Warrant Consideration (as defined below), and the Company hereby accepts such termination, surrender and cancellation of the Terminated Portion of the Warrant and agrees to pay to the Warrantholder the Warrant Consideration. The remaining portion of the Warrant to purchase 15,583,912 Warrant Units as of the date hereof is not terminated, surrendered or cancelled hereunder and shall remain in full force and effect and unaffected by this Agreement, *mutatis mutandis*.

1.2 Warrant Consideration. The "Warrant Consideration" shall consist of a cash amount equal to Two Hundred Million U.S. Dollars (\$200,000,000) payable on or prior to the Effective Date by wire transfer of immediately available funds to the account previously designated by Fifth Third Bank.

### ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE WARRANTHOLDER

Fifth Third Bank represents and warrants to Vantiv that the statements contained in this Article II are true and correct as of the date of this Agreement and the Effective Date.

2.1 Authorization of Transaction. Fifth Third Bank has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Fifth Third Bank of this Agreement and the performance by Fifth Third Bank of its obligations under this Agreement and the consummation by Fifth Third Bank of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Fifth Third Bank. This Agreement has been duly and validly executed and delivered by Fifth Third Bank and this Agreement constitutes the valid and binding obligation of Fifth Third Bank, enforceable against Fifth Third Bank in accordance with its terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency, fraudulent transfer, moratorium, or similar laws, legal requirements and judicial decisions from time to time in effect which affect creditors' rights generally.

2.2 Noncontravention. Neither the execution and delivery by Fifth Third Bank of this Agreement, nor the consummation by Fifth Third Bank of the transactions contemplated hereby, will (a) conflict with or violate any provision of any of the organizational documents or contractual commitments of Fifth Third Bank, (b) conflict with or violate any provision of any agreement to which Fifth Third Bank is a party, (c) require on the part of Fifth Third Bank any notice to or filing with, or any permit, authorization, consent or approval of, any Governmental Entity (as defined below) or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Fifth Third Bank or any of its properties or assets. "Governmental Entity" means any federal, state, local, provincial or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, whether domestic or foreign.

2.3 Ownership. Fifth Third Bank is the sole and exclusive owner of the Warrant, and such rights are free and clear of any mortgage, pledge, security interest, encumbrance, charge or other lien (whether arising by contract or by operation of law).

2.4 Litigation. There is no action, suit, proceeding, claim, arbitration or investigation ("Legal Proceeding") before any Governmental Entity or before any arbitrator which is pending or has been threatened in writing, or judgment, order or decree outstanding, against or otherwise naming Fifth Third Bank which in any manner challenges or seeks, or would if commenced challenge or seek, to prevent, enjoin, alter or delay the transactions contemplated by this Agreement.

2.5 No Additional Representations. Fifth Third Bank acknowledges that neither Vantiv nor any person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Vantiv furnished or made available to Fifth Third Bank and Fifth Third Bank's representatives except as expressly set forth in this Agreement.

2.6 Brokers' Fees. Fifth Third Bank has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES OF VANTIV**

Vantiv represents and warrants to Fifth Third Bank that the statements contained in this Article III are true and correct as of the date of this Agreement and the Effective Date.

3.1 Authorization of the Transaction. Vantiv has all requisite limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Vantiv of this Agreement, the performance by Vantiv of its obligations under this Agreement and the consummation by Vantiv of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company action on the part of Vantiv. This Agreement has been duly and validly executed and delivered by Vantiv and this Agreement constitutes the valid and binding obligations of Vantiv, enforceable against Vantiv in accordance with its terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency, fraudulent transfer, moratorium, or similar laws, legal requirements and judicial decisions from time to time in effect which affect creditors' rights generally.

3.2 Noncontravention. Neither the execution and delivery by Vantiv of this Agreement, nor the consummation by Vantiv of the transactions contemplated hereby, will (a) conflict with or violate any provision of the organizational documents of Vantiv, (b) conflict with or violate any provision of any agreement to which Vantiv is a party, (c) require on the part of Vantiv any filing with, or permit, authorization, consent or approval of, any Governmental Entity, except for applicable requirements under federal or state securities statutes, rules or regulations or (d) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Vantiv or any of its properties or assets.

3.3 Litigation. There is no Legal Proceeding which is pending or has been threatened in writing, or judgment, order or decree outstanding, against or otherwise naming Vantiv which in any manner challenges or seeks, or would if commenced challenge or seek, to prevent, enjoin, alter or delay the transactions contemplated by this Agreement.

3.4 No Additional Representations. Vantiv acknowledges that none of Fifth Third Bank nor any person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Fifth Third Bank furnished or made available to Vantiv and its representatives except as expressly set forth in this Agreement.

3.5 Brokers' Fees. Vantiv has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

**ARTICLE IV  
POST-CLOSING COVENANTS**

4.1 Press Releases and Announcements. The parties will provide each other with advance notice of the expected content and expected timing of any initial press release or initial public announcement by that party relating to the subject matter of this Agreement and will use commercially reasonable efforts to agree on the expected timing, subject in each case to each

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party's compliance with applicable law, including the U.S. federal securities laws, rules and regulations.

**ARTICLE V  
GENERAL PROVISIONS**

5.1 Termination of Warrant. The Warrantholder acknowledges and agrees that from and after the Effective Date, other than the right to receive the Warrant Consideration payable pursuant to Article 1 hereof, the Warrantholder shall have no further rights with respect to the Terminated Portion of the Warrant, including without limitation, any rights to further consideration or to acquire any equity securities of the Company or any of its Affiliates with respect to the Terminated Portion of the Warrant. The Warrantholder hereby agrees that, effective as of the Effective Date, the Terminated Portion of the Warrant shall automatically terminate.

5.2 Expenses. Each party shall bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, and all sales, transfer or other similar taxes payable in connection with this Agreement and the transactions contemplated hereby, will be borne by the party incurring such taxes.

5.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (a) on the date of delivery if delivered personally, or by facsimile upon confirmation of transmission by the sender's fax machine if sent on a Business Day (or otherwise on the next Business Day) or (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier service. All notices hereunder shall be delivered as set forth in Schedule A, or pursuant to such other instructions as may be designated in writing by the party to receive such notice. Any party may change its address or fax number by giving the other party written notice of its new address or fax number in the manner set forth above.

5.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

5.5 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

5.6 Descriptive Headings; Governing Law; Selection of Forum; Waiver of Trial by Jury. The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. This Agreement shall be construed and enforced in

accordance with, and the rights of the parties shall be governed by, the laws of the State of New York, without reference to the conflicts of laws thereof to the extent such reference would direct a matter to another jurisdiction. Each of the Warrantholder and the Company agrees that it shall bring any action, suit, demand or proceeding (including counterclaims) in respect of any claim arising out of or related to this Agreement, exclusively in

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the United States District Court for the Southern District of New York or any New York State court, in each case, sitting in New York County (the "Chosen Courts"), and solely in connection with claims arising under this Agreement (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action, suit, demand or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over such party and (iv) agrees that service of process upon such party in any such action, suit, demand or proceeding shall be effective if notice is given in accordance with Section 5.3. Each of the Warrantholder and the Company irrevocably waives any and all right to trial by jury in any action, suit, demand or proceeding (including counterclaims) arising out of or related to this Agreement.

[signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**VANTIV HOLDING, LLC**

By: /s/ Nelson F. Greene  
Name: Nelson F. Greene  
Title: Chief Legal Officer and Secretary

**FIFTH THIRD BANK**

By: /s/ James C. Leonard  
Name: James C. Leonard  
Title: Executive Vice President and Treasurer

[Signature Page to Vantiv — Warrant Cancellation Agreement]

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**SCHEDULE A**

**Notices**

If to Vantiv:

c/o Vantiv, Inc.  
8500 Governor's Hill Drive  
Symmes Township, OH 45249  
Facsimile: 513-900-5200  
Attention: Ned Greene  
Jared Warner

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP  
100 Federal Street, 34th Floor  
Boston, MA 02110  
Facsimile: (617) 772-8333  
Attention: Marilyn French Shaw

If to Fifth Third Bank:

Fifth Third Bank  
38 Fountain Square Plaza  
Cincinnati, OH 45263  
Facsimile: 513-534-6757  
Attention: Tayfun Tuzun  
Sam Lind  
Kevin Lippert

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with a copy (which shall not constitute notice) to:

Sullivan & Cromwell LLP

125 Broad Street

New York, NY 10004

Facsimile: 212-291-9065

Attention: Andrew R. Gladin

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## Vantiv Announces Secondary Public Offering, Partial Warrant Cancellation and Partial Net Exercise of Warrant

CINCINNATI, December 2, 2015 — Vantiv, Inc. (NYSE: VNTV) (“Vantiv”) announced today that Fifth Third Bank (the “Selling Stockholder”) has agreed to sell 13,374,592 shares of Vantiv’s Class A common stock in an underwritten secondary public offering (the “Offering”) pursuant to Vantiv’s shelf registration statement filed with the Securities and Exchange Commission (the “SEC”). The Selling Stockholder will receive all of the proceeds from the Offering.

In addition, Vantiv announced that it terminated the rights of Fifth Third Bank under its preexisting warrant to purchase 4,794,115 Class C Units of Vantiv Holding for aggregate consideration of \$200 million. Net of certain anticipated tax related benefits from the partial cancellation of the warrant, the net cash required to cancel the warrant units would be equivalent to \$124.0 million.

Assuming the partial cancellation of the warrant and the Offering are completed at the anticipated amounts, Vantiv expects accretion of approximately \$0.03 to \$0.04 in pro forma adjusted net income per share in 2016, primarily due to the anticipated reduction in share count associated with the partial cancellation of the warrant. Due to the anticipated December closing date, Vantiv does not expect a significant impact on pro forma adjusted net income per share in 2015.

In order to obtain the 13,374,592 shares of Class A common stock sold in the Offering, Fifth Third Bank net exercised a portion of the remaining warrants to purchase 5,374,592 Class C Units of Vantiv Holding, LLC and will exchange those units along with 8,000,000 Class B Units of Vantiv Holding, LLC on a one-for-one basis into shares of Class A common stock.

Prior to each of the transactions described herein, Fifth Third Bank held rights to purchase 20,378,027 Class C Units pursuant to the warrant and after giving effect to the aforementioned transactions now holds the rights to purchase 7,791,956 Class C Units.

A special committee of Vantiv’s board of directors comprised of independent, disinterested directors has authorized the partial cancellation of the warrant subject to the terms and conditions set forth in the warrant cancellation agreement. While the Offering and the partial warrant exercise are not contingent on the partial cancellation of the warrant, Vantiv expects that the partial warrant cancellation will be consummated immediately prior to the partial warrant exercise and the Offering.

If the Offering is consummated, certain consent rights that the Selling Stockholder currently has under Vantiv’s amended and restated certificate of incorporation and the Amended and Restated Vantiv Holding Limited Liability Company Agreement will terminate.

Citigroup is the underwriter of the Offering. The last reported sales price of Vantiv’s common stock on December 2, 2015 was \$52.59 per share. Citigroup proposes to offer the shares of Class A common stock for sale from time to time in one or more transactions on the New York Stock Exchange, in the over-the-counter market, through negotiated transactions or otherwise at market prices prevailing at the time of sale, at prices related to prevailing market prices or at negotiated prices, subject to receipt and acceptance by it and subject to its right to reject any order in whole or in part.

The Offering is being made pursuant to an effective shelf registration statement, including a prospectus, filed by Vantiv with the SEC on May 6, 2013, and a preliminary prospectus supplement. Before you invest, you should read the prospectus supplement and accompanying prospectus in that registration statement and other documents Vantiv has filed with the SEC for more complete information about Vantiv and the Offering. You may get these documents for free by visiting EDGAR on the SEC Web site at: [www.sec.gov](http://www.sec.gov). Alternatively, copies of the prospectus supplement and accompanying prospectus relating to the Offering, when available, may be obtained from: Citigroup, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 (Tel: 800-831-9146).

This press release is for informational purposes only and does not constitute an offer to sell, or a solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. Any offer or sale of these securities will be made only by means of a prospectus, including a prospectus supplement, forming a part of the related registration statement. Nothing in this press release should be construed as an offer to sell, or the solicitation of an offer to buy, any securities subject to the share repurchase.

### About Vantiv

Vantiv is a leading, integrated payment processor differentiated by an integrated technology platform.

### Pro Forma Adjusted Net Income

Vantiv uses pro forma adjusted net income for financial and operational decision making as a means to evaluate period-to-period comparisons of its performance and results of operations. Pro forma adjusted net income is also incorporated into performance metrics underlying certain share-based payments issued under the 2012 Vantiv, Inc. Equity Incentive Plan and its variable compensation plan. Vantiv believes pro forma adjusted net income provides useful information about its performance and operating results, enhances the overall understanding of past financial performance and future prospects and allows for greater transparency with respect to key metrics used by management in its financial and operational decision making. In calculating pro forma adjusted net income, Vantiv makes certain non-GAAP adjustments, as well as pro forma adjustments, to its GAAP operating results, and this measure should be considered together with its GAAP operating results. Please refer to the “Management’s Discussion and Analysis of Results of Operations and Financial Condition” sections of Vantiv’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2015 and Annual Report on Form 10-K for the year ended December 31, 2014 for a reconciliation of Vantiv’s GAAP income (loss) before applicable income taxes to historical pro forma adjusted net income.

### Forward-Looking Statements

This release contains forward-looking statements that are subject to risks and uncertainties. All statements other than statements of historical fact or relating to present facts or current conditions included in this release are forward-looking statements including any statements regarding guidance and statements of a general economic or industry specific nature. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, guidance, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,”



“believe,” “may,” “should,” “can have,” “likely” and other words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events.

The forward-looking statements contained in this release are based on assumptions that we have made in light of our industry experience and our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. As you review and consider information presented herein, you should understand that these statements are not guarantees of future performance or results. They depend upon future events and are subject to risks, uncertainties (many of which are beyond our control) and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, you should be aware that many factors could affect our actual future performance or results and cause them to differ materially from those anticipated in the forward-looking statements. Certain of these factors and other risks are discussed in the company’s filings with the SEC and include, but are not limited to: (i) our ability to adapt to developments and change in our industry; (ii) competition; (iii) unauthorized disclosure of data or security breaches; (iv) systems failures or interruptions; (v) our ability to expand our market share or enter new markets; (vi) our ability to identify and complete acquisitions, joint ventures and partnerships; (vii) failure to comply with applicable requirements of Visa, MasterCard or other payment networks or changes in those requirements; (viii) our ability to pass along fee increases; (ix) termination of sponsorship or clearing services; (x) loss of clients or referral partners; (xi) reductions in overall consumer, business and government spending; (xii)

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fraud by merchants or others; (xiii) a decline in the use of credit, debit or prepaid cards; (xiv) consolidation in the banking and retail industries; (xv) the effects of governmental regulation or changes in laws; and (xvi) outcomes of future litigation or investigations. Should one or more of these risks or uncertainties materialize, or should any of these assumptions prove incorrect, our actual results may vary in material respects from those projected in these forward-looking statements. More information on potential factors that could affect the company’s financial results and performance is included from time to time in the “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections of the company’s periodic reports filed with the SEC, including the company’s most recently filed Annual Report on Form 10-K and its subsequent filings with the SEC.

Any forward-looking statement made by us in this release speaks only as of the date of this release. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

**Contact**

Nathan Rozof, CFA  
Senior Vice President  
Investor Relations  
866.254.4811 or 513.900.4811  
IR@vantiv.com

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