UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2016
or

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number: 001-35462

Vantiv, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**26-4532998**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

8500 Governor's Hill Drive
Symmes Township, OH 45249
(Address of principal executive offices)
(513) 900-5250
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer x	Accelerated filer o
Non-accelerated filer o	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes o No x

As of June 30, 2016, there were 156,480,777 shares of the registrant's Class A common stock outstanding and 35,042,826 shares of the registrant's Class B common stock outstanding.

VANTIV, INC.
FORM 10-Q

For the Quarterly Period Ended June 30, 2016

TABLE OF CONTENTS

	Page
PART I- FINANCIAL INFORMATION	
ITEM 1. UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS	4
Consolidated Statements of Income for the three and six months ended June 30, 2016 and 2015	4
Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2016 and 2015	5
Consolidated Statements of Financial Position as of June 30, 2016 and December 31, 2015	6
Consolidated Statements of Cash Flows for the six months ended June 30, 2016 and 2015	7
Consolidated Statements of Equity for the six months ended June 30, 2016	8
Consolidated Statements of Equity for the six months ended June 30, 2015	9
Notes to Unaudited Consolidated Financial Statements	10
ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	29
ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK	44
ITEM 4. CONTROLS AND PROCEDURES	45
PART II - OTHER INFORMATION	
ITEM 1. LEGAL PROCEEDINGS	46
ITEM 1A. RISK FACTORS	46
ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS	46
ITEM 5. OTHER INFORMATION	46
ITEM 6. EXHIBITS	47

NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q, including the sections entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Risk Factors,” contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements other than statements of historical fact, including statements regarding our future results of operations and financial position, our business strategy and plans, our objectives for future operations, and any statements of a general economic or industry specific nature, are forward-looking statements. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. Words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “will,” “continue,” “could,” “should,” “can have,” “likely,” or the negative or plural of these words and similar expressions are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and trends that we believe, based on information currently available to our management, may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs. These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in the “Risk Factors” section of our most recent Annual Report on Form 10-K. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the future events and trends discussed in this report may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. The events and circumstances reflected in the forward-looking statements may not be achieved or occur. Although we believe that the expectations and assumptions reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements. We undertake no obligation to publicly update any forward-looking statement after the date of this report, whether as a result of new information, future developments or otherwise, or to conform these statements to actual results or revised expectations, except as may be required by law.

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements

Vantiv, Inc.
CONSOLIDATED STATEMENTS OF INCOME
Unaudited
(In thousands, except share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Revenue:				
External customers	$ 870,158	$ 765,564	$ 1,667,729	$ 1,451,940
Related party revenues	21,059	20,431	42,111	39,666
Total revenue	891,217	785,995	1,709,840	1,491,606
Network fees and other costs	410,736	362,349	798,149	693,495
Sales and marketing	144,844	122,925	280,482	238,980
Other operating costs	73,599	76,551	147,302	145,290
General and administrative	49,120	47,060	93,104	94,903
Depreciation and amortization	65,234	67,659	133,464	135,461
Income from operations	147,684	109,451	257,339	183,477
Interest expense—net	(26,118)	(25,714)	(53,847)	(51,725)
Non-operating expenses	(4,664)	(6,725)	(10,316)	(15,491)
Income before applicable income taxes	116,902	77,012	193,176	116,261
Income tax expense	38,441	24,319	62,267	36,572
Net income	78,461	52,693	130,909	79,689
Less: Net income attributable to non-controlling interests	(19,134)	(16,157)	(31,844)	(24,164)
Net income attributable to Vantiv, Inc.	$ 59,327	$ 36,536	$ 99,065	$ 55,525
Net income per share attributable to Vantiv, Inc. Class A common stock:				
Basic	$ 0.38	$ 0.25	$ 0.64	$ 0.38
Diluted	$ 0.38	$ 0.24	$ 0.63	$ 0.37
Shares used in computing net income per share of Class A common stock:				
Basic	155,670,267	145,566,899	155,533,813	145,051,664
Diluted	197,258,209	201,831,467	197,018,018	201,276,166

See Notes to Unaudited Consolidated Financial Statements.

Vantiv, Inc.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Unaudited
(In thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Net income	$ 78,461	$ 52,693	$ 130,909	$ 79,689
Other comprehensive loss, net of tax:				
Loss on cash flow hedges and other	(5,115)	(330)	(13,226)	(7,700)
Comprehensive income	73,346	52,363	117,683	71,989
Less: Comprehensive income attributable to non-controlling interests	(17,779)	(16,051)	(28,338)	(21,683)
Comprehensive income attributable to Vantiv, Inc.	$ 55,567	$ 36,312	$ 89,345	$ 50,306

See Notes to Unaudited Consolidated Financial Statements.

Vantiv, Inc.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
Unaudited
(In thousands, except share data)

	June 30, 2016	December 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	$ 202,724	$ 197,096
Accounts receivable—net	721,703	680,033
Related party receivable	4,208	3,999
Settlement assets	132,304	143,563
Prepaid expenses	32,646	31,147
Other	69,556	61,661
Total current assets	1,163,141	1,117,499
Customer incentives	64,043	57,984
Property, equipment and software—net	338,755	308,009
Intangible assets—net	764,181	863,066
Goodwill	3,366,528	3,366,528
Deferred taxes	715,078	731,622
Other assets	31,602	20,718
Total assets	$ 6,443,328	$ 6,465,426
Liabilities and equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 379,118	$ 364,878
Related party payable	3,394	4,698
Settlement obligations	635,161	677,502
Current portion of note payable to related party	10,353	10,353
Current portion of note payable	99,148	106,148
Current portion of tax receivable agreement obligations to related parties	35,659	31,232
Current portion of tax receivable agreement obligations	59,503	64,227
Deferred income	14,395	14,470
Current maturities of capital lease obligations	8,601	7,931
Other	20,104	13,940
Total current liabilities	1,265,436	1,295,379
Long-term liabilities:		
Note payable to related party	175,993	181,169
Note payable	2,712,632	2,762,469
Tax receivable agreement obligations to related parties	766,170	801,829
Tax receivable agreement obligations	78,551	126,980
Capital lease obligations	17,536	21,801
Deferred taxes	26,659	15,836
Other	34,721	34,897
Total long-term liabilities	3,812,262	3,944,981
Total liabilities	5,077,698	5,240,360
Commitments and contingencies (See Note 6 - Commitments, Contingencies and Guarantees)		
Equity:		
Class A common stock, $0.00001 par value; 890,000,000 shares authorized; 156,480,777 shares outstanding at June 30, 2016; 155,488,326 shares outstanding at December 31, 2015	1	1
Class B common stock, no par value; 100,000,000 shares authorized; 35,042,826 shares issued and outstanding at June 30, 2016 and December 31, 2015	—	—
Preferred stock, $0.00001 par value; 10,000,000 shares authorized; no shares issued and outstanding	—	—
Paid-in capital	583,046	553,145
Retained earnings	575,369	476,304
Accumulated other comprehensive loss	(18,924)	(9,204)
Treasury stock, at cost; 2,702,744 shares at June 30, 2016 and 2,593,242 shares at December 31, 2015	(73,242)	(67,458)
Total Vantiv, Inc. equity	1,066,250	952,788
Non-controlling interests	299,380	272,278
Total equity	1,365,630	1,225,066

Total liabilities and equity	$ 6,443,328	$ 6,465,426

See Notes to Unaudited Consolidated Financial Statements.

Vantiv, Inc.
CONSOLIDATED STATEMENTS OF CASH FLOWS
Unaudited
(In thousands)

	Six Months Ended June 30,	
	2016	2015
Operating Activities:		
Net income	$ 130,909	$ 79,689
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	133,464	135,461
Amortization of customer incentives	12,581	8,183
Amortization and write-off of debt issuance costs	3,237	5,196
Share-based compensation expense	16,292	16,720
Deferred taxes	32,400	22,705
Excess tax benefit from share-based compensation	(8,067)	(13,753)
Tax receivable agreements non-cash items	10,252	13,733
Other	382	—
Change in operating assets and liabilities:		
Accounts receivable and related party receivable	(41,879)	30,348
Net settlement assets and obligations	(31,082)	41,380
Customer incentives	(23,343)	(13,342)
Prepaid and other assets	(1,695)	(2,163)
Accounts payable and accrued expenses	17,867	24,043
Payable to related party	(1,304)	595
Other liabilities	(1,528)	3,582
Net cash provided by operating activities	248,486	352,377
Investing Activities:		
Purchases of property and equipment	(62,883)	(42,013)
Acquisition of customer portfolios and related assets and other	(883)	(37,154)
Purchase of derivative instruments	(21,523)	—
Net cash used in investing activities	(85,289)	(79,167)
Financing Activities:		
Borrowings on revolving credit facility	855,000	—
Repayment of revolving credit facility	(855,000)	—
Repayment of debt and capital lease obligations	(69,521)	(262,946)
Proceeds from issuance of Class A common stock under employee stock plans	8,538	9,628
Repurchase of Class A common stock (to satisfy tax withholding obligations)	(5,784)	(15,867)
Settlement of certain tax receivable agreements	(41,163)	—
Payments under tax receivable agreements	(53,474)	(22,805)
Excess tax benefit from share-based compensation	8,067	13,753
Distributions to non-controlling interests	(4,220)	(3,132)
Other	(12)	—
Decrease in cash overdraft	—	(2,627)
Net cash used in financing activities	(157,569)	(283,996)
Net increase (decrease) in cash and cash equivalents	5,628	(10,786)
Cash and cash equivalents—Beginning of period	197,096	411,568
Cash and cash equivalents—End of period	$ 202,724	$ 400,782
Cash Payments:		
Interest	$ 50,814	$ 48,502
Taxes	13,443	5,054

See Notes to Unaudited Consolidated Financial Statements.

Vantiv, Inc.
CONSOLIDATED STATEMENT OF EQUITY
Unaudited
(In thousands)

	Total Equity	Common Stock Class A Shares	Common Stock Class A Amount	Common Stock Class B Shares	Common Stock Class B Amount	Treasury Stock Shares	Treasury Stock Amount	Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interests
Beginning Balance, January 1, 2016	$ 1,225,066	155,488	$ 1	35,043	$ —	2,593	$(67,458)	$ 553,145	$ 476,304	$ (9,204)	$ 272,278
Net income	130,909	—	—	—	—	—	—	—	99,065	—	31,844
Issuance of Class A common stock under employee stock plans, net of forfeitures	8,538	1,103	—	—	—	—	—	8,538	—	—	—
Tax benefit from employee share-based compensation	8,067	—	—	—	—	—	—	8,067	—	—	—
Repurchase of Class A common stock (to satisfy tax withholding obligation)	(5,784)	(110)	—	—	—	110	(5,784)	—	—	—	—
Unrealized loss on hedging activities and other, net of tax	(13,226)	—	—	—	—	—	—	—	—	(9,720)	(3,506)
Distribution to non-controlling interests	(4,220)	—	—	—	—	—	—	—	—	—	(4,220)
Share-based compensation	16,292	—	—	—	—	—	—	13,308	—	—	2,984
Other	(12)	—	—	—	—	—	—	(12)	—	—	—
Ending Balance, June 30, 2016	$ 1,365,630	156,481	$ 1	35,043	$ —	2,703	$(73,242)	$ 583,046	$ 575,369	$ (18,924)	$ 299,380

See Notes to Unaudited Consolidated Financial Statements.

Vantiv, Inc.
CONSOLIDATED STATEMENT OF EQUITY
Unaudited
(In thousands)

	Total	Common Stock				Treasury Stock		Paid-in	Retained	Accumulated Other Comprehensive	Non-Controlling
		Class A		Class B							
	Equity	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Earnings	Income (Loss)	Interests
Beginning Balance, January 1, 2015	$ 1,300,586	145,455	$ 1	43,043	$ —	2,174	$(50,931)	$ 629,353	$ 328,358	$ (3,768)	$ 397,573
Net income	79,689	—	—	—	—	—	—	—	55,525	—	24,164
Issuance of Class A common stock under employee stock plans, net of forfeitures	9,628	1,129	—	—	—	—	—	9,628	—	—	—
Tax benefit from employee share-based compensation	13,753	—	—	—	—	—	—	13,753	—	—	—
Repurchase of Class A common stock (to satisfy tax withholding obligation)	(15,867)	(405)	—	—	—	405	(15,867)	—	—	—	—
Unrealized loss on hedging activities and other, net of tax	(7,700)	—	—	—	—	—	—	—	—	(5,219)	(2,481)
Distribution to non-controlling interests	(3,132)	—	—	—	—	—	—	—	—	—	(3,132)
Share-based compensation	16,720	—	—	—	—	—	—	12,912	—	—	3,808
Reallocation of non-controlling interests of Vantiv Holding due to change in ownership	—	—	—	—	—	—	—	2,732	—	—	(2,732)
Ending Balance, June 30, 2015	$ 1,393,677	146,179	$ 1	43,043	$ —	2,579	$(66,798)	$ 668,378	$ 383,883	$ (8,987)	$ 417,200

See Notes to Unaudited Consolidated Financial Statements.

Vantiv, Inc.
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

1. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Vantiv, Inc., a Delaware corporation, is a holding company that conducts its operations through its majority-owned subsidiary, Vantiv Holding, LLC (“Vantiv Holding”). Vantiv, Inc. and Vantiv Holding are referred to collectively as the “Company,” “Vantiv,” “we,” “us” or “our,” unless the context requires otherwise.

The Company provides electronic payment processing services to merchants and financial institutions throughout the United States of America. The Company markets its services through diverse distribution channels, including national, regional and mid-market sales teams, third-party reseller clients and a telesales operation. The Company also has relationships with a broad range of referral partners that include merchant banks, independent software vendors (“ISVs”), value-added resellers (“VARs”), payment facilitators, independent sales organizations (“ISOs”) and trade associations, as well as arrangements with core processors.

Segments

The Company’s segments consist of the Merchant Services segment and the Financial Institution Services segment. The Company’s Chief Executive Officer (“CEO”), who is the chief operating decision maker (“CODM”), evaluates the performance and allocates resources based on the operating results of each segment. Below is a summary of each segment:

- *Merchant Services*—Provides merchant acquiring and payment processing services to large national merchants, regional and small-to-mid sized businesses. Merchant services are sold to small to large businesses through diverse distribution channels. Merchant Services includes all aspects of card processing including authorization and settlement, customer service, chargeback and retrieval processing and interchange management.

- *Financial Institution Services*—Provides card issuer processing, payment network processing, fraud protection, card production, prepaid program management, automated teller machine (“ATM”) driving and network gateway and switching services that utilize the Company’s proprietary Jeanie debit payment network to a diverse set of financial institutions, including regional banks, community banks, credit unions and regional personal identification number (“PIN”) networks. Financial Institution Services also provides statement production, collections and inbound/outbound call centers for credit transactions, and other services such as credit card portfolio analytics, program strategy and support, fraud and security management and chargeback and dispute services.

Basis of Presentation and Consolidation

The accompanying consolidated financial statements include those of Vantiv, Inc. and all subsidiaries thereof, including its majority-owned subsidiary, Vantiv Holding, LLC. The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and should be read in connection with the Company’s 2015 audited financial statements and notes thereto included in the Company’s Annual Report on Form 10-K. The accompanying consolidated financial statements are unaudited; however, in the opinion of management they include all normal and recurring adjustments necessary for a fair presentation of the Company’s financial position, results of operations and cash flows for the periods presented. Results of operations reported for interim periods are not necessarily indicative of results for the entire year. All intercompany balances and transactions have been eliminated.

As of June 30, 2016, Vantiv, Inc. and Fifth Third Bank (“Fifth Third”) owned interests in Vantiv Holding of 81.70% and 18.30%, respectively (see Note 5 - Controlling and Non-controlling Interests for changes in non-controlling interests).

The Company accounts for non-controlling interests in accordance with Accounting Standards Codification (“ASC”) 810, *Consolidation*. Non-controlling interests primarily represent Fifth Third’s minority share of net income or loss of and equity in Vantiv Holding. Net income attributable to non-controlling interests does not include expenses incurred directly by Vantiv, Inc., including income tax expense attributable to Vantiv, Inc. All of the Company’s non-controlling interests are presented after Vantiv Holding income tax expense in the accompanying consolidated statements of income as “Net income

attributable to non-controlling interests.” Non-controlling interests are presented as a component of equity in the accompanying consolidated statements of financial position.

Share Repurchase Program

In February 2014, our board of directors authorized a program to repurchase up to $300 million of our Class A common stock. We have approximately $75 million of share repurchase authority remaining as of June 30, 2016 under this authorization. Purchases under the repurchase program are allowed from time to time in the open market, in privately negotiated transactions, or otherwise. The manner, timing, and amount of any purchases are determined by management based on an evaluation of market conditions, stock price, and other factors. The share repurchase program has no expiration date and the Company may discontinue purchases at any time that management determines additional purchases are not warranted.

Sponsorship

In order to provide electronic payment processing services, Visa, MasterCard and other payment networks require sponsorship of non-financial institutions by a member clearing bank. In June 2009, the Company entered into a 10-year agreement with Fifth Third (the “Sponsoring Member”), to provide sponsorship services to the Company. The Company also has agreements with certain other banks that provide sponsorship into the card networks.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue Recognition

The Company has contractual agreements with its clients that set forth the general terms and conditions of the relationship including line item pricing, payment terms and contract duration. Revenues are recognized as earned (i.e., for transaction based fees, when the underlying transaction is processed) in conjunction with ASC 605, *Revenue Recognition*. ASC 605, *Revenue Recognition*, establishes guidance as to when revenue is realized or realizable and earned by using the following criteria: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the seller’s price is fixed or determinable; and (4) collectibility is reasonably assured.

The Company follows guidance provided in ASC 605-45, *Principal Agent Considerations*, which states that the determination of whether a company should recognize revenue based on the gross amount billed to a customer or the net amount retained is a matter of judgment that depends on the facts and circumstances of the arrangement and that certain factors should be considered in the evaluation. The Company recognizes processing revenues net of interchange fees, which are assessed to the Company’s merchant customers on all processed transactions. Interchange rates are not controlled by the Company, which effectively acts as a clearing house collecting and remitting interchange fee settlement on behalf of issuing banks, debit networks, credit card associations and its processing customers. All other revenue is reported on a gross basis, as the Company contracts directly with the end customer, assumes the risk of loss and has pricing flexibility.

The Company generates revenue primarily by processing electronic payment transactions. Set forth below is a description of the Company’s revenue by segment.

Merchant Services

The Company’s Merchant Services segment revenue is primarily derived from processing credit and debit card transactions. Merchant Services revenue is primarily comprised of fees charged to businesses, net of interchange fees, for payment processing services, including authorization, capture, clearing, settlement and information reporting of electronic transactions. The fees charged consist of either a percentage of the dollar volume of the transaction or a fixed fee, or both, and are recognized at the time of the transaction. Merchant Services revenue also includes a number of revenue items that are incurred by the Company and are reimbursable as the costs are passed through to and paid by the Company’s clients. These items primarily consist of Visa, MasterCard and other payment network fees. In addition, for sales through ISOs and certain other referral sources in which the Company is the primary party to the contract with the merchant, the Company records the

full amount of the fees collected from the merchant as revenue. Merchant Services segment revenue also includes revenue from ancillary services such as fraud management, equipment sales and terminal rent. Merchant Services revenue is recognized as services are performed.

Financial Institution Services

The Company's Financial Institution Services segment revenue is primarily derived from debit, credit and ATM card transaction processing, ATM driving and support, and PIN debit processing services. Financial Institution Services revenue associated with processing transactions includes per transaction and account related fees, card production fees and fees generated from the Company's Jeanie network. Financial Institution Services revenue related to card transaction processing is recognized when consumers use their client-issued cards to make purchases. Financial Institution Services also generates revenue through other services, including statement production, collections and inbound/outbound call centers for credit transactions and other services such as credit card portfolio analytics, program strategy and support, fraud and security management and chargeback and dispute services. Financial Institution Services revenue is recognized as services are performed.

Financial Institution Services provides certain services to Fifth Third. Revenues related to these services are included in the accompanying statements of income as related party revenues.

Expenses

Set forth below is a brief description of the components of the Company's expenses:

- *Network fees and other costs* primarily consist of pass through expenses incurred by the Company in connection with providing processing services to its clients, including Visa and MasterCard network association fees, payment network fees, third party processing fees, telecommunication charges, postage and card production costs.

- *Sales and marketing* expense primarily consists of salaries and benefits paid to sales personnel, sales management and other sales and marketing personnel, residual payments made to ISOs and referral partners, and advertising and promotional costs.

- *Other operating costs* primarily consist of salaries and benefits paid to operational and IT personnel, costs associated with operating the Company's technology platform and data centers, information technology costs for processing transactions, product development costs, software consulting fees and maintenance costs.

- *General and administrative* expenses primarily consist of salaries and benefits paid to executive management and administrative employees, including finance, human resources, product development, legal and risk management, share-based compensation costs, equipment and occupancy costs and consulting costs.

- *Non-operating expenses* during the three months and six months ended June 30, 2016 and 2015 primarily relate to the change in fair value of a tax receivable agreement ("TRA") (see Note 7 - Fair Value Measurements).

Share-Based Compensation

The Company expenses employee share-based payments under ASC 718, *Compensation—Stock Compensation*, which requires compensation cost for the grant-date fair value of share-based payments to be recognized over the requisite service period. The Company estimates the grant date fair value of the share-based awards issued in the form of options using the Black-Scholes option pricing model. The fair value of restricted stock awards and performance awards is measured based on the market price of the Company's stock on the grant date. For the six months ended June 30, 2016 and 2015 total share-based compensation expense was $16.3 million and $16.7 million, respectively.

In 2016 the Company began offering an Employee Stock Purchase Plan ("ESPP"). The ESPP has 2.5 million shares of common stock reserved for issuance. Full-time and benefits-eligible part-time employees who have completed at least one year of service are eligible to participate. Temporary, seasonal and employees subject to Section 16 reporting are excluded. Shares may be purchased at 85% of the market value at the end of the offering period through accumulation of payroll deductions. The ESPP provides for six month offerings commencing on January 1 and July 1 of each year with purchases on June 30 and

December 31 of each year. The expense related to the ESPP's 15% discount is included in total share based compensation expense above.

Earnings Per Share

Basic earnings per share is computed by dividing net income attributable to Vantiv, Inc. by the weighted average shares outstanding during the period. Diluted earnings per share is computed by dividing net income attributable to Vantiv, Inc., adjusted as necessary for the impact of potentially dilutive securities, by the weighted-average shares outstanding during the period and the impact of securities that would have a dilutive effect on earnings per share. See Note 8 - Net Income Per Share for further discussion.

Dividend Restrictions

The Company does not intend to pay cash dividends on its Class A common stock in the foreseeable future. Vantiv, Inc. is a holding company that does not conduct any business operations of its own. As a result, Vantiv, Inc.'s ability to pay cash dividends on its common stock, if any, is dependent upon cash dividends and distributions and other transfers from Vantiv Holding. The amounts available to Vantiv, Inc. to pay cash dividends are subject to the covenants and distribution restrictions in its subsidiaries' loan agreements. As a result of the restrictions on distributions from Vantiv Holding and its subsidiaries, essentially all of the Company's consolidated net assets are held at the subsidiary level and are restricted as of June 30, 2016.

Income Taxes

Vantiv, Inc. is taxed as a C corporation for U.S. income tax purposes and is therefore subject to both federal and state taxation at a corporate level.

Income taxes are computed in accordance with ASC 740, *Income Taxes*, and reflect the net tax effects of temporary differences between the financial reporting carrying amounts of assets and liabilities and the corresponding income tax amounts. The Company has deferred tax assets and liabilities and maintains valuation allowances where it is more likely than not that all or a portion of deferred tax assets will not be realized. To the extent the Company determines that it will not realize the benefit of some or all of its deferred tax assets, such deferred tax assets will be adjusted through the Company's provision for income taxes in the period in which this determination is made. As of June 30, 2016 and December 31, 2015, the Company had recorded no valuation allowances against deferred tax assets.

The Company's consolidated interim effective tax rate is based upon expected annual income from operations, statutory tax rates and tax laws in the various jurisdictions in which the Company operates. Significant or unusual items, including adjustments to accruals for tax uncertainties, are recognized in the quarter in which the related event occurs.

The Company's effective tax rates were 32.2% and 31.5% respectively, for the six months ended June 30, 2016 and 2015. The effective tax rate for each period reflects the impact of the Company's non-controlling interests not being taxed at the statutory corporate tax rates. As our non-controlling interest declines to the point Vantiv Holding is a wholly-owned subsidiary, we expect our effective rate to increase to approximately 36.0%.

Cash and Cash Equivalents

Cash on hand and investments with original maturities of three months or less (that are readily convertible to cash) are considered to be cash equivalents. Cash equivalents consist primarily of overnight EuroDollar sweep accounts which are maintained at reputable financial institutions with high credit quality and therefore are considered to bear minimal credit risk.

Accounts Receivable—net

Accounts receivable primarily represent processing revenues earned but not collected. For a majority of its customers, the Company has the authority to debit the client's bank accounts through the Federal Reserve's Automated Clearing House; as such, collectibility is reasonably assured. The Company records a reserve for doubtful accounts when it is probable that the accounts receivable will not be collected. The Company reviews historical loss experience and the financial position of its customers when estimating the allowance. As of June 30, 2016 and December 31, 2015, the allowance for doubtful accounts was not material to the Company's statements of financial position.

Customer Incentives

Customer incentives represent signing bonuses paid to customers. Customer incentives are paid in connection with the acquisition or renewal of customer contracts, and are therefore deferred and amortized using the straight-line method based on the contractual agreement. Related amortization is recorded as contra-revenue.

Property, Equipment and Software—net

Property, equipment and software consists of the Company's facilities, furniture and equipment, software, land and leasehold improvements. These assets are depreciated on a straight-line basis over their respective useful lives, which are 15 to 40 years for the Company's facilities and related improvements, 2 to 10 years for furniture and equipment, 3 to 8 years for software and 3 to 10 years for leasehold improvements or the lesser of the estimated useful life of the improvement or the term of lease. Also included in property, equipment and software is work in progress consisting of costs associated with software developed for internal use which has not yet been placed in service. Accumulated depreciation as of June 30, 2016 and December 31, 2015 was $274.4 million and $240.3 million, respectively.

The Company capitalizes certain costs related to computer software developed for internal use and amortizes such costs on a straight-line basis over an estimated useful life of 5 to 8 years. Research and development costs incurred prior to establishing technological feasibility are charged to operations as such costs are incurred. Once technological feasibility has been established, costs are capitalized until the software is placed in service.

Goodwill and Intangible Assets

In accordance with ASC 350, *Intangibles—Goodwill and Other*, the Company tests goodwill for impairment for each reporting unit on an annual basis, or when events occur or circumstances indicate the fair value of a reporting unit is below its carrying value. If the fair value of a reporting unit is less than its carrying value, an impairment loss is recorded to the extent that fair value of the goodwill within the reporting unit is less than its carrying value. The Company performed its most recent annual goodwill impairment test for all reporting units as of July 31, 2015 using market data and discounted cash flow analyses. Based on this analysis, it was determined that the fair value of all reporting units were substantially in excess of the carrying value. There have been no other events or changes in circumstances subsequent to the testing date that would indicate impairment of these reporting units as of June 30, 2016.

Intangible assets consist of acquired customer relationships, trade names and customer portfolios and related assets that are amortized over their estimated useful lives. The Company reviews finite lived intangible assets for possible impairment whenever events or changes in circumstances indicate that carrying amounts may not be recoverable. As of June 30, 2016, there have been no such events or circumstances that would indicate potential impairment of finite lived intangible assets.

Settlement Assets and Obligations

Settlement assets and obligations result from Financial Institution Services when funds are transferred from or received by the Company prior to receiving or paying funds to a different entity. This timing difference results in a settlement asset or obligation. The amounts are generally collected or paid the following business day.

The settlement assets and obligations recorded by Merchant Services represent intermediary balances due to differences between the amount the Sponsoring Member receives from the card associations and the amount funded to the merchants. Such differences arise from timing differences, interchange expenses, merchant reserves and exception items. In addition, certain card associations limit the Company from accessing or controlling merchant settlement funds and, instead, require that these funds be controlled by the Sponsoring Member. The Company follows a net settlement process whereby, if the settlement received from the card associations precedes the funding obligation to the merchant, the Company temporarily records a corresponding liability. Conversely, if the funding obligation to the merchant precedes the settlement from the card associations, the amount of the net receivable position is recorded by the Company, or in some cases, the Sponsoring Member may cover the position with its own funds in which case a receivable position is not recorded by the Company.

Derivatives

The Company accounts for derivatives in accordance with ASC 815, *Derivatives and Hedging*. This guidance establishes accounting and reporting for derivative instruments, including certain derivative instruments embedded in other contracts, and for hedging activities. All derivatives, whether designated in hedging relationships or not, are required to be recorded on the statement of financial position at fair value. If the derivative is designated as a fair value hedge, the changes in the fair value of the derivative and the hedged item will be recognized in earnings. If the derivative is designated as a cash flow hedge, the effective portion of the change in the fair value of the derivative will be recorded in accumulated other comprehensive income (loss) (“AOCI”) and will be recognized in the statement of income when the hedged item affects earnings. The Company does not enter into derivative financial instruments for speculative purposes.

Tax Receivable Agreements

As of June 30, 2016, the Company is party to several TRAs in which the Company agrees to make payments to various parties of 85% of the federal, state, local and foreign income tax benefits realized by the Company as a result of certain tax deductions. Payments under the TRAs will be based on the tax reporting positions of the Company and are only required to the extent the Company realizes cash savings as a result of the underlying tax attributes. The cash savings realized by the Company are computed by comparing the actual income tax liability of the Company to the amount of such taxes the Company would have been required to pay had there been no deductions related to the tax attributes discussed below. The Company will retain the benefit of the remaining 15% of the cash savings associated with the TRAs. The Company has entered into the following three TRAs:

- TRAs with investors prior to the Company’s initial public offering (“IPO”) for its use of NPC Group, Inc. net operating losses (“NOLs”) and other tax attributes existing at the IPO date (the “NPC TRA”), all of which is currently held by Fifth Third.

- A TRA with Fifth Third (the “Fifth Third TRA”) in which the Company realizes tax deductions as a result of the increases in tax basis from the purchase of Vantiv Holding units or from the exchange of Vantiv Holding units for cash or shares of Class A common stock, as well as the tax benefits attributable to payments made under such TRAs.

- A TRA with Mercury Payment Systems, LLC (“Mercury”) shareholders (the “Mercury TRA”) as part of the acquisition of Mercury as a result of the increase in tax basis of the assets of Mercury resulting from the acquisition and the use of the net operating losses and other tax attributes of Mercury that were acquired as part of the acquisition.

Obligations recorded pursuant to the TRAs are based on estimates of future taxable income and future tax rates. On an annual basis, the Company evaluates the assumptions underlying the TRA obligations.

During 2015, the Company entered into a Repurchase Addendum to Tax Receivable Agreement (the “Mercury TRA Addendum”) with each of the pre-acquisition owners of Mercury ("Mercury TRA Holders"). The Mercury TRA Addendum contains the following provisions to acquire a significant portion of the Mercury TRA:

- Beginning December 1st of each of 2015, 2016, 2017, and 2018, and ending June 30th of 2016, 2017, 2018, and 2019, respectively, the Company is granted call options (collectively, the "Call Options") pursuant to which certain additional obligations of the Company under the Mercury TRA would be terminated in consideration for cash payments of $41.4 million, $38.1 million, $38.0 million, and $43.0 million, respectively.

- In the unlikely event the Company does not exercise the relevant Call Option, the Mercury TRA Holders are granted put options beginning July 10th and ending July 25th of each of 2016, 2017, 2018, and 2019, respectively (collectively, the "Put Options"), pursuant to which certain additional obligations of the Company would be terminated in consideration for cash payments with similar amounts to the Call Options.

- In June 2016, the Company exercised the December 2015 Call Option and made a payment to the Mercury TRA Holders.

Except to the extent the Company’s obligations under the Mercury TRA have been terminated and settled in full in accordance with the terms of the Mercury TRA Addendum, the Mercury TRA will remain in effect, and the parties thereto will continue to have all rights and obligations thereunder.

All TRA obligations are recorded based on the full and undiscounted amount of the expected future payments, except for the Mercury TRA which represents contingent consideration relating to an acquired business, and is recorded at fair value for financial reporting purposes (see Note 7 - Fair Value Measurements).

The timing and/or amount of aggregate payments due under the TRAs may vary based on a number of factors, including the amount and timing of the taxable income the Company generates in the future and the tax rate then applicable, the use of loss carryovers and amortizable basis. Payments under the TRAs, if necessary, are required to be made no later than January 5th of the second year immediately following the taxable year in which the obligation occurred. The Company made payments under the TRA obligations of approximately $53.5 million and $22.8 million in January 2016 and January 2015, respectively. The term of the TRAs will continue until all such tax benefits have been utilized or expired, unless the Company exercises its right to terminate the TRA for an amount based on the agreed payments remaining to be made under the agreement. See Note 11 - Subsequent Events for discussion of the tax receivable purchase addendum with Fifth Third executed on July 27, 2016.

New Accounting Pronouncements

In March 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-09, *Compensation- Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting.* The update simplifies several aspects of the accounting for share-based payment award transactions, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification in the statement of cash flows. The update is effective for public companies for annual reporting periods beginning after December 15, 2016, and interim periods within those fiscal years. Early adoption is permitted in any interim or annual period. The Company is currently evaluating the impact of the adoption of this update on the Company’s consolidated financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842).* This ASU amends the existing guidance by recognizing all leases, including operating leases, with a term longer than 12 months on the balance sheet and disclosing key information about the lease arrangements. The effective date of this update is for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018, with early adoption permitted. The update requires modified retrospective transition, which requires application of the ASU at the beginning of the earliest comparative period presented in the year of adoption. The Company is currently evaluating the impact of the adoption of this principle on the Company’s consolidated financial statements.

In November 2015, the FASB issued ASU 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes.* The update simplifies the presentation of deferred income taxes by requiring that deferred tax liabilities and assets be classified as noncurrent in the balance sheet. The update is effective for public companies for annual reporting periods beginning after December 15, 2016, and interim periods within those fiscal years. The guidance may be adopted prospectively or retrospectively and early adoption is permitted. As of December 31, 2015, the Company elected to early adopt this ASU on a prospective basis and therefore, prior years were not retrospectively adjusted.

In April 2015, the FASB issued ASU 2015-03, *Interest - Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs.* This standard was clarified in August 2015 with the issuance of ASU 2015-15. The update requires debt issuance costs related to a recognized debt liability to be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability instead of being presented as an asset. Amortization of the costs will continue to be reported as interest expense. These updates require retrospective application and represent a change in accounting principle. The change in accounting principle, resulting from the Company’s adoption of this ASU in December 2015, has been implemented and the results are not material to the Company’s consolidated statement of financial position.

In May 2014, the FASB issued ASU 2014-09, "Revenue From Contracts With Customers." The ASU supersedes the revenue recognition requirements in ASC 605, *Revenue Recognition*. The new standard provides a five-step analysis of transactions to determine when and how revenue is recognized, based upon the core principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The new standard also requires additional disclosures regarding the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The new standard, as amended, is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2017, with early adoption permitted. The amendment allows companies to use either a full retrospective or a modified retrospective approach to adopt this ASU. The Company is currently evaluating which transition approach to use and assessing the impact of the adoption of this principle on the Company’s consolidated financial statements.

2. INTANGIBLE ASSETS

As of June 30, 2016 and December 31, 2015, the Company's finite lived intangible assets consisted of the following (in thousands):

	June 30, 2016	December 31, 2015
Customer relationship intangible assets	$ 1,596,581	$ 1,596,581
Trade name	21,733	21,733
Customer portfolios and related assets	129,965	129,734
Patents	568	366
	1,748,847	1,748,414
Less accumulated amortization on:		
Customer relationship intangible assets	902,191	821,580
Trade name	19,035	14,350
Customer portfolios and related assets	63,440	49,418
	984,666	885,348
Intangible assets, net	$ 764,181	$ 863,066

Amortization expense on intangible assets for the three months ended June 30, 2016 and 2015 was $49.4 million and $49.6 million, respectively. Amortization expense on intangible assets for the six months ended June 30, 2016 and 2015 was $99.3 million and $98.8 million, respectively.

The estimated amortization expense of intangible assets for the remainder of 2016 and the next five years is as follows (in thousands):

Six months ending December 31, 2016	$ 93,156
2017	172,052
2018	161,911
2019	153,537
2020	81,490
2021	36,595

3. LONG-TERM DEBT

As of June 30, 2016 and December 31, 2015, the Company's long-term debt consisted of the following (in thousands):

	June 30, 2016	December 31, 2015
Term A loan, maturing on June 13, 2019[1]	$ 1,845,000	$ 1,896,250
Term B loan, maturing on June 13, 2021[2]	1,165,000	1,179,000
Leasehold mortgage, expiring on August 10, 2021[3]	10,131	10,131
Less: Current portion of note payable and current portion of note payable to related party	(109,501)	(116,501)
Less: Original issue discount	(5,370)	(6,024)
Less: Debt issuance costs	(16,635)	(19,218)
Note payable and note payable to related party	$ 2,888,625	$ 2,943,638

(1) Interest at a variable base rate (LIBOR) plus a spread rate (175 basis points) (total rate of 2.19% at June 30, 2016) and amortizing on a basis of 1.25% per quarter during each of the first twelve quarters (September 2014 through June 2017), 1.875% per quarter during the next four quarters (September 2017 through June 2018) and 2.50% during the next three quarters (September 2018 through March 2019) with a balloon payment due at maturity.

(2) Interest at a variable base rate (LIBOR) with a floor of 75 basis points plus a spread rate (275 basis points) (total rate of 3.50% at June 30, 2016) and amortizing on a basis of 0.25% per quarter, with a balloon payment due at maturity.

(3) Interest payable monthly at a fixed rate of 6.22%.

As of June 30, 2016, in addition to the term A loan and term B loan listed in the table above, the Company has access to a $425 million revolving credit facility under our existing amended and restated loan agreement ("Amended Loan Agreement") entered into in June 2014. The revolving credit facility matures in June 2019 and includes a $100 million swing line facility and a $40 million letter of credit facility. The commitment fee rate for the unused portion of the revolving credit facility is 0.375% per year. During the three months ended June 30, 2016 the Company periodically borrowed under its revolving credit facility and repaid the amounts prior to quarter end. There were no outstanding borrowings on the revolving credit facility at June 30, 2016 and December 31, 2015.

As of June 30, 2016 and December 31, 2015, Fifth Third held $186.3 million and $191.5 million, respectively, of the term A loans, which were presented as note payable to related party on the Company's consolidated statements of financial position.

On January 6, 2015, the Company made an early principal payment of $200 million on the term B loan. The Company expensed approximately $1.8 million in non-operating expenses related to the write-off of deferred financing fees and OID in connection with the early principal payment.

Guarantees and Security

The Company's debt obligations at June 30, 2016 are unconditional and are guaranteed by Vantiv Holding and certain of Vantiv Holding's existing and subsequently acquired or organized domestic subsidiaries. The refinanced debt and related guarantees are secured on a first-priority basis (subject to liens permitted under the Amended Loan Agreement) by substantially all the capital stock (subject to a 65% limitation on pledges of capital stock of foreign subsidiaries and domestic holding companies of foreign subsidiaries) and personal property of Vantiv Holding and any obligors as well as any real property in excess of $10 million in the aggregate held by Vantiv Holding or any obligors (other than Vantiv Holding), subject to certain exceptions.

Covenants

There are certain financial and non-financial covenants contained in the Amended Loan Agreement for the refinanced debt, which are tested on a quarterly basis. The financial covenants require maintenance of certain leverage and interest coverage ratios. At June 30, 2016, the Company was in compliance with these financial covenants.

4. DERIVATIVES AND HEDGING ACTIVITIES

Risk Management Objective of Using Derivatives

The Company enters into derivative financial instruments to manage differences in the amount, timing and duration of its known or expected cash payments related to its variable-rate debt. As of December 31, 2015, the Company's derivative instruments consisted of interest rate swaps, which hedged the variable rate debt by converting floating-rate payments to fixed-rate payments. In addition to the interest rate swaps, in March the Company entered into interest rate cap agreements in exchange for an upfront premium of $21.5 million. These interest rate cap agreements cap a portion of the Company's variable rate debt if interest rates rise above the strike rate on the contract. As of June 30, 2016 the interest rate cap agreements had a fair value of $10.5 million, classified within other current and non-current assets on the Company's consolidated statements of financial position. The interest rate swaps and caps (collectively "interest rate contracts") are designated as cash flow hedges for accounting purposes.

Accounting for Derivative Instruments

The Company recognizes derivatives in other current and non-current assets or liabilities in the accompanying consolidated statements of financial position at their fair values. Refer to Note 7 - Fair Value Measurements for a detailed discussion of the fair value of its derivatives. The Company designates its interest rate contracts as cash flow hedges of forecasted interest rate payments related to its variable-rate debt.

The Company formally documents all relationships between hedging instruments and underlying hedged transactions, as well as its risk management objective and strategy for undertaking hedge transactions. This process includes linking all derivatives that are designated as cash flow hedges to forecasted transactions. A formal assessment of hedge effectiveness is performed both at inception of the hedge and on an ongoing basis to determine whether the hedge is highly effective in offsetting changes in cash flows of the underlying hedged item. Hedge effectiveness is assessed using a regression analysis. If it is determined that a derivative ceases to be highly effective during the term of the hedge, the Company will discontinue hedge accounting for such derivative.

The Company's interest rate contracts qualify for hedge accounting under ASC 815, *Derivatives and Hedging*. Therefore, the effective portion of changes in fair value were recorded in AOCI and will be reclassified into earnings in the same period during which the hedged transactions affected earnings.

Cash Flow Hedges of Interest Rate Risk

The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish these objectives, the Company uses a combination of interest rate swaps and caps as part of its interest rate risk management strategy. As of June 30, 2016, the Company had a total of 10 outstanding interest rate swaps that were designated as cash flow hedges of interest rate risk. Of the 10 outstanding interest rate swaps, 4 of them cover an exposure period from June 2016 through June 2017 and have a combined notional balance of $1.1 billion. The remaining 6 interest rate swaps cover an exposure period from January 2016 through January 2019 and have a combined notional balance of $500 million. Fifth Third is the counterparty to 4 of the 10 outstanding interest rate swaps with notional balances ranging from $262.5 million to $250.0 million. Additionally, as of June 30, 2016, the Company had a total of 6 interest rate cap agreements with a combined notional balance of $1.0 billion, cap strike rate of 0.75%, covering an exposure period from January 2017 to January 2020.

The Company does not offset derivative positions in the accompanying consolidated financial statements. The table below presents the fair value of the Company's derivative financial instruments designated as cash flow hedges included within the accompanying consolidated statements of financial position (in thousands):

	Consolidated Statement of Financial Position Location	June 30, 2016	December 31, 2015
Interest rate contracts	Other current assets	$ 186	$ —
Interest rate contracts	Other long-term assets	10,330	—
Interest rate contracts	Other current liabilities	16,260	9,343
Interest rate contracts	Other long-term liabilities	11,085	9,885

Any ineffectiveness associated with such derivative instruments will be recorded immediately as interest expense in the accompanying consolidated statements of income. As of June 30, 2016, the Company estimates that $18.0 million will be reclassified from accumulated other comprehensive income as an increase to interest expense during the next 12 months.

The table below presents the pre-tax effect of the Company's interest rate contracts on the accompanying consolidated statements of comprehensive income for the three and six months ended June 30, 2016 and 2015 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Derivatives in cash flow hedging relationships:				
Amount of (loss) recognized in OCI (effective portion) [1]	$ (10,117)	$ (1,717)	$ (24,211)	$ (13,152)
Amount of (loss) reclassified from accumulated OCI into earnings (effective portion)	(2,711)	(1,252)	(5,087)	(2,293)
Amount of gain recognized in earnings [2]	—	1	—	—

(1) "OCI" represents other comprehensive income.
(2) Amount represents hedge ineffectiveness and is recorded as a component of interest expense-net in the accompanying consolidated statement of income.

Credit Risk Related Contingent Features

The Company has agreements with each of its derivative counterparties that contain a provision where if the Company defaults on any of its indebtedness, then the Company could also be declared in default on its derivative obligations.

As of June 30, 2016, the fair value of derivatives in a net liability position, which includes accrued interest but excludes any adjustment for nonperformance risk, related to these agreements was $28.6 million. As of June 30, 2016, the Company had not posted any collateral related to these agreements. If the Company had breached any of these provisions at June 30, 2016, it could have been required to settle its obligations under the agreements at their termination value of $28.6 million.

5. CONTROLLING AND NON-CONTROLLING INTERESTS

The Company has various non-controlling interests that are accounted for in accordance with ASC 810, *Consolidation* ("ASC 810"). As discussed in Note 1 - Basis of Presentation and Summary of Significant Accounting Policies, Vantiv, Inc. owns a controlling interest in Vantiv Holding, and therefore consolidates the financial results of Vantiv Holding and its subsidiaries and records non-controlling interest for the economic interests in Vantiv Holding held by Fifth Third. The Exchange Agreement entered into prior to the IPO provides for a 1 to 1 ratio between the units of Vantiv Holding and the common stock of Vantiv, Inc.

In May 2014, the Company entered into a joint venture with a bank partner which provides customers a comprehensive suite of payment solutions. Vantiv Holding owns 51% and the bank partner owns 49% of the joint venture. The joint venture is consolidated by the Company in accordance with ASC 810, with the associated non-controlling interest included in "Net income attributable to non-controlling interests" in the consolidated statements of income.

As of June 30, 2016, Vantiv, Inc.'s interest in Vantiv Holding was 81.70%. Changes in units and related ownership interest in Vantiv Holding are summarized as follows:

	Vantiv, Inc.	Fifth Third	Total
As of December 31, 2015	155,488,326	35,042,826	190,531,152
% of ownership	*81.61%*	*18.39%*	
Equity plan activity [1]	992,451	—	992,451
As of June 30, 2016	156,480,777	35,042,826	191,523,603
% of ownership	*81.70%*	*18.30%*	

(1) Includes stock issued under the equity plans net of Class A common stock withheld to satisfy employee tax withholding obligations upon vesting and forfeitures of restricted Class A common stock awards.

As a result of changes in ownership interests in Vantiv Holding, periodic adjustments are made in order to reflect the portion of net assets of Vantiv Holding attributable to non-controlling unit holders based on changes in the proportionate ownership interests in Vantiv Holding during a period.

The table below provides a reconciliation of net income attributable to non-controlling interests based on relative ownership interests as discussed above (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Net income	$ 78,461	$ 52,693	$ 130,909	$ 79,689
Items not allocable to non-controlling interests:				
Vantiv, Inc. expenses [(1)]	21,253	12,587	34,391	20,397
Vantiv Holding net income	$ 99,714	$ 65,280	$ 165,300	$ 100,086
Net income attributable to non-controlling interests of Fifth Third [(2)]	$ 18,053	$ 14,468	$ 29,927	$ 22,371
Net income attributable to joint venture non-controlling interest [(3)]	1,081	1,689	1,917	1,793
Total net income attributable to non-controlling interests	$ 19,134	$ 16,157	$ 31,844	$ 24,164

(1) Primarily represents income tax expense related to Vantiv, Inc.

(2) Net income attributable to non-controlling interests of Fifth Third reflects the allocation of Vantiv Holding's net income based on the proportionate ownership interests in Vantiv Holding held by the non-controlling unit holders. The net income attributable to non-controlling unit holders reflects the changes in ownership interests summarized in the table above.

(3) Reflects net income attributable to the non-controlling interest of the joint venture.

At June 30, 2016, Fifth Third holds the rights, under a warrant, to purchase 7.8 million Class C Non-Voting Units of Vantiv Holding at an exercise price of $15.98 per unit. The warrant is currently exercisable, in whole or in part, and from time to time. The warrant expires upon the earliest to occur of June 30, 2029 or a change of control where the price paid per unit in such change of control minus the exercise price of the warrant is less than zero. The warrant is recorded as a component of the non-controlling interest on the accompanying statements of financial position.

6. COMMITMENTS, CONTINGENCIES AND GUARANTEES

Legal Reserve

From time to time, the Company is involved in various litigation matters arising in the ordinary course of its business. While it is impossible to ascertain the ultimate resolution or range of financial liability with respect to these contingent matters, management believes none of these matters, either individually or in the aggregate, would have a material effect upon the Company's consolidated financial statements.

7. FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company uses the hierarchy prescribed in ASC 820, *Fair Value Measurement*, based upon the available inputs to the valuation and the degree to which they are observable or not observable in the market. The three levels in the hierarchy are as follows:

- *Level 1 Inputs*—Quoted prices (unadjusted) for identical assets or liabilities in active markets that are accessible as of the measurement date.

- *Level 2 Inputs*—Inputs other than quoted prices within Level 1 that are observable either directly or indirectly, including but not limited to quoted prices in markets that are not active, quoted prices in active markets for similar assets or liabilities and observable inputs other than quoted prices such as interest rates or yield curves.

- *Level 3 Inputs*—Unobservable inputs reflecting the Company's own assumptions about the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk.

The following table summarizes assets and liabilities measured at fair value on a recurring basis as of June 30, 2016 and December 31, 2015 (in thousands):

	June 30, 2016			December 31, 2015		
	Fair Value Measurements Using					
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Assets:						
Interest rate contracts	$ —	$ 10,516	$ —	$ —	$ —	$ —
Liabilities:						
Interest rate contracts	$ —	$ 27,345	$ —	$ —	$ 19,228	$ —
Mercury TRA	—	—	138,054	—	—	191,207

Interest Rate Contracts

The Company uses interest rate contracts to manage interest rate risk. The fair value of interest rate swaps is determined using the market standard methodology of netting the discounted future fixed cash receipts (or payments) and the discounted expected variable cash payments (or receipts). The variable cash payments (or receipts) are based on the expectation of future interest rates (forward curves) derived from observed market interest rate curves. The fair value of the interest rate caps is determined using widely accepted valuation techniques including discounted cash flow analysis on the expected future cash flows of each interest rate cap. This analysis reflects the contractual terms of the interest rate caps, including the period to maturity, and uses observable market inputs including interest rate curves and implied volatilities. In addition, to comply with the provisions of ASC 820, *Fair Value Measurements*, credit valuation adjustments, which consider the impact of any credit enhancements to the contracts, are incorporated in the fair values to account for potential nonperformance risk. In adjusting the fair value of its interest rate contracts for the effect of nonperformance risk, the Company has considered any applicable credit enhancements such as collateral postings, thresholds, mutual puts, and guarantees.

Although the Company determined that the majority of the inputs used to value its interest rate contracts fell within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its interest rate contracts utilized Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. However, as of June 30, 2016 and December 31, 2015, the Company assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its interest rate contracts and determined that the credit valuation adjustment was not significant to the overall valuation of its interest rate contracts. As a result, the Company classified its interest rate contract valuations in Level 2 of the fair value hierarchy. See Note 4 - Derivatives and Hedging Activities for further discussion of the Company’s interest rate contracts.

Mercury TRA

The Mercury TRA is considered contingent consideration as it is part of the consideration payable to the former owners of Mercury. Such contingent consideration is measured at fair value and is based on significant inputs not observable in the market, which is classified in Level 3 of the fair value hierarchy. The Mercury TRA is recorded at fair value based on estimates of discounted future cash flows associated with the estimated payments to the Mercury TRA Holders. The significant unobservable inputs used in the fair value measurement of the Mercury TRA are the discount rate, projections of taxable income and effective tax rates. Significant increases (decreases) in any of those inputs in isolation would result in a significantly lower (higher) fair value measurement. The liability recorded is re-measured at fair value at each reporting period with the change in fair value recognized in earnings as a non-operating expense. The change in value of the Mercury TRA from December 31, 2015 to June 30, 2016 consists of the increase in fair value of $10.3 million and the decrease from payments of $63.4 million related to the Mercury TRA obligations and the exercised 2015 Call Option. The Company recorded non-operating expenses of $4.6 million and $6.7 million related to the change in fair value during the three months ended June 30, 2016 and 2015, respectively. The Company recorded non-operating expenses of $10.3 million and $13.7 million related to the change in fair value during the six months ended June 30, 2016 and 2015, respectively.

The following table summarizes carrying amounts and estimated fair values for the Company's financial instrument liabilities that are not reported at fair value in our consolidated statements of financial position as of June 30, 2016 and December 31, 2015 (in thousands):

	June 30, 2016		December 31, 2015	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Liabilities:				
Note payable	$ 2,998,126	$ 3,012,464	$ 3,060,139	$ 3,064,989

We consider that the carrying value of cash and cash equivalents, receivables, accounts payable and accrued expenses approximates fair value (level 1) given the short-term nature of these items. The fair value of the Company's note payable was estimated based on rates currently available to the Company for bank loans with similar terms and maturities and is classified in Level 2 of the fair value hierarchy.

8. NET INCOME PER SHARE

Basic net income per share is calculated by dividing net income attributable to Vantiv, Inc. by the weighted-average shares of Class A common stock outstanding during the period.

Diluted net income per share is calculated assuming that Vantiv Holding is a wholly-owned subsidiary of Vantiv, Inc., therefore eliminating the impact of Fifth Third's non-controlling interest. Pursuant to the Exchange Agreement, the Class B units of Vantiv Holding ("Class B units"), which are held by Fifth Third and represent the non-controlling interest in Vantiv Holding, are convertible into shares of Class A common stock on a one-for-one basis. Based on this conversion feature, diluted net income per share is calculated assuming the conversion of the Class B units on an "if-converted" basis. Due to the Company's structure as a C corporation and Vantiv Holding's structure as a pass-through entity for tax purposes, the numerator in the calculation of diluted net income per share is adjusted accordingly to reflect the Company's income tax expense assuming the conversion of the Fifth Third non-controlling interest into Class A common stock. The adjusted effective tax rate used in the calculation was 36.0% for 2016 and 2015, which is the effective rate we expect as our non-controlling interest declines to the point Vantiv Holding is a wholly-owned subsidiary. As of June 30, 2016 and 2015, there were approximately 35.0 million and 43.0 million Class B units outstanding, respectively.

In addition to the Class B units discussed above, potentially dilutive securities during the three and six months ended June 30, 2016 and 2015 included restricted stock awards, restricted stock units, the warrant held by Fifth Third which allows for the purchase of Class C units of Vantiv Holding, stock options, performance share awards and ESPP purchase rights, all calculated based on the treasury stock method.

The shares of Class B common stock do not share in the earnings or losses of the Company and are therefore not participating securities. Accordingly, basic and diluted net income per share of Class B common stock has not been presented.

The following table sets forth the computation of basic and diluted net income per share (in thousands, except share data):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Basic:				
Net income attributable to Vantiv, Inc.	$ 59,327	$ 36,536	$ 99,065	$ 55,525
Shares used in computing basic net income per share:				
Weighted-average Class A common shares	155,670,267	145,566,899	155,533,813	145,051,664
Basic net income per share	$ 0.38	$ 0.25	$ 0.64	$ 0.38
Diluted:				
Consolidated income before applicable income taxes	$ 116,902	$ 77,012	$ 193,176	$ 116,261
Income tax expense excluding impact of non-controlling interest	42,085	27,724	69,543	41,854
Net income attributable to Vantiv, Inc.	$ 74,817	$ 49,288	$ 123,633	$ 74,407
Shares used in computing diluted net income per share:				
Weighted-average Class A common shares	155,670,267	145,566,899	155,533,813	145,051,664
Weighted-average Class B units of Vantiv Holding	35,042,826	43,042,826	35,042,826	43,042,826
Warrant	5,488,673	12,171,352	5,367,931	11,774,401
Stock options	574,050	544,331	568,143	551,003
Restricted stock awards, restricted stock units and employee stock purchase plan	482,393	506,059	505,305	856,272
Diluted weighted-average shares outstanding	197,258,209	201,831,467	197,018,018	201,276,166
Diluted net income per share	$ 0.38	$ 0.24	$ 0.63	$ 0.37

9. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

The activity of the components of accumulated other comprehensive income (loss) related to cash flow hedging and other activities for the three and six months ended June 30, 2016 and 2015 is presented below (in thousands):

		Total Other Comprehensive Income (Loss)					
	AOCI Beginning Balance	Pretax Activity	Tax Effect	Net Activity	Attributable to non-controlling interests	Attributable to Vantiv, Inc.	AOCI Ending Balance
Three Months Ended June 30, 2016							
Net change in fair value recorded in accumulated OCI	$ (21,506)	$ (10,117)	$ 3,128	$ (6,989)	$ 1,851	$ (5,138)	$ (26,644)
Net realized loss reclassified into earnings [(a)]	6,342	2,711	(837)	1,874	(496)	1,378	7,720
Net change	$ (15,164)	$ (7,406)	$ 2,291	$ (5,115)	$ 1,355	$ (3,760)	$ (18,924)
Three Months Ended June 30, 2015							
Net change in fair value recorded in accumulated OCI	$ (10,782)	$ (1,717)	$ 502	$ (1,215)	$ 391	$ (824)	$ (11,606)
Net realized loss reclassified into earnings [(a)]	2,231	1,252	(367)	885	(285)	600	2,831
Other	(212)	—	—	—	—	—	(212)
Net change	$ (8,763)	$ (465)	$ 135	$ (330)	$ 106	$ (224)	$ (8,987)
Six Months Ended June 30, 2016							
Net change in fair value recorded in accumulated OCI	$ (14,336)	$ (24,211)	$ 7,466	$ (16,745)	$ 4,437	$ (12,308)	$ (26,644)
Net realized loss reclassified into earnings [(a)]	5,132	5,087	(1,568)	3,519	(931)	2,588	7,720
Net change	$ (9,204)	$ (19,124)	$ 5,898	$ (13,226)	$ 3,506	$ (9,720)	$ (18,924)
Six Months Ended June 30, 2015							
Net change in fair value recorded in accumulated OCI	$ (5,288)	$ (13,152)	$ 3,831	$ (9,321)	$ 3,003	$ (6,318)	$ (11,606)
Net realized loss reclassified into earnings [(a)]	1,732	2,293	(672)	1,621	(522)	1,099	2,831
Other	(212)	—	—	—	—	—	(212)
Net change	$ (3,768)	$ (10,859)	$ 3,159	$ (7,700)	$ 2,481	$ (5,219)	$ (8,987)

(a) The reclassification adjustment on cash flow hedge derivatives affected the following lines in the accompanying consolidated statements of income:

OCI Component	Affected line in the accompanying consolidated statements of income
Pretax activity[(1)]	Interest expense-net
Tax effect	Income tax expense
OCI attributable to non-controlling interests	Net income attributable to non-controlling interests

(1) The three and six months ended June 30, 2016 and 2015 reflect amounts of losses reclassified from AOCI into earnings, representing the effective portion of the hedging relationships, and are recorded in interest expense-net.

10. SEGMENT INFORMATION

Segment operating results are presented below (in thousands). The results reflect revenues and expenses directly related to each segment. The Company does not evaluate performance or allocate resources based on segment asset data, and therefore such information is not presented.

Segment profit reflects total revenue less network fees and other costs and sales and marketing costs of the segment. The Company's CODM evaluates this metric in analyzing the results of operations for each segment.

	Three Months Ended June 30, 2016		
	Merchant Services	Financial Institution Services	Total
Total revenue	$ 762,593	$ 128,624	$ 891,217
Network fees and other costs	374,820	35,916	410,736
Sales and marketing	139,108	5,736	144,844
Segment profit	$ 248,665	$ 86,972	$ 335,637

	Three Months Ended June 30, 2015		
	Merchant Services	Financial Institution Services	Total
Total revenue	$ 661,258	$ 124,737	$ 785,995
Network fees and other costs	324,166	38,183	362,349
Sales and marketing	116,860	6,065	122,925
Segment profit	$ 220,232	$ 80,489	$ 300,721

	Six Months Ended June 30, 2016		
	Merchant Services	Financial Institution Services	Total
Total revenue	$ 1,457,173	$ 252,667	$ 1,709,840
Network fees and other costs	728,154	69,995	798,149
Sales and marketing	268,444	12,038	280,482
Segment profit	$ 460,575	$ 170,634	$ 631,209

	Six Months Ended June 30, 2015		
	Merchant Services	Financial Institution Services	Total
Total revenue	$ 1,247,970	$ 243,636	$ 1,491,606
Network fees and other costs	620,196	73,299	693,495
Sales and marketing	227,035	11,945	238,980
Segment profit	$ 400,739	$ 158,392	$ 559,131

A reconciliation of total segment profit to the Company's income before applicable income taxes is as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Total segment profit	$ 335,637	$ 300,721	$ 631,209	$ 559,131
Less: Other operating costs	(73,599)	(76,551)	(147,302)	(145,290)
Less: General and administrative	(49,120)	(47,060)	(93,104)	(94,903)
Less: Depreciation and amortization	(65,234)	(67,659)	(133,464)	(135,461)
Less: Interest expense—net	(26,118)	(25,714)	(53,847)	(51,725)
Less: Non-operating expenses	(4,664)	(6,725)	(10,316)	(15,491)
Income before applicable income taxes	$ 116,902	$ 77,012	$ 193,176	$ 116,261

11. SUBSEQUENT EVENTS

Clearing, Settlement and Sponsorship Services Agreement, Master Services Agreement and Referral Agreement with Fifth Third Bank

On July 27, 2016, the Company entered into the following agreements with Fifth Third, which extend the existing agreements that were originally set to expire on June 30, 2019:

- Clearing, Settlement and Sponsorship Services Agreement (the "Sponsorship Agreement") pursuant to which Fifth Third will continue to act as the Company's member "sponsor" to the Visa, MasterCard and other payment network associations as non-financial institutions (such as payment processors, independent sales organizations, third party service providers, merchants, non-member financial institutions) must obtain the "sponsorship" of a member bank in order to participate in such associations. Under the Sponsorship Agreement Fifth Third transfers the responsibility for all card association requirements and fees to the Company as a "sponsored participant." Fifth Third is the primary provider of the Company's payment network sponsorship. The Sponsorship Agreement terminates on December 31, 2024.

- Master Services Agreement (the "Master Services Agreement") pursuant to which the Company agreed to continue to provide Fifth Third depository institutions with various electronic fund transfer services including debit card processing and ATM terminal driving services. The Master Services Agreement is an exclusive agreement, subject to certain customary qualifications, which is coterminous with the Sponsorship Agreement and terminates on December 31, 2024.

- Referral Agreement (the "Referral Agreement") pursuant to which Fifth Third will continue to refer various parties exclusively to the Company, including commercial and retail merchant clients of Fifth Third depository institutions that request merchant (credit or debit card) acceptance services. In return for these referrals and the resulting processing service relationships, the Company will make ongoing incentive payments to Fifth Third. The Referral Agreement is coterminous with the Sponsorship Agreement and terminates on December 31, 2024.

Since Fifth Third is a stockholder of the Company, a special committee of the Company's board of directors comprised of independent, disinterested directors authorized the Sponsorship Agreement, Master Services Agreement, and Referral Agreement.

Tax Receivable Purchase Addendum

On July 27, 2016, the Company entered into a purchase addendum in connection with the Company's TRA with Fifth Third (the "Fifth Third TRA Addendum") to terminate and settle a portion of the Company's obligations owed to Fifth Third under the Fifth Third TRA and the NPC TRA. Under the terms of the Fifth Third TRA Addendum, the Company paid approximately $116.3 million to Fifth Third to settle approximately $330.7 million of obligations under the Fifth Third TRA, the difference of which will be recorded as an addition to paid-in capital. In addition, the Fifth Third TRA Addendum provides that the Company may be obligated to pay up to a total of approximately $170.7 million to Fifth Third to terminate and settle certain remaining obligations under the Fifth Third TRA and the NPC TRA, totaling an estimated $394.1 million, the difference of which will be recorded as an addition to paid-in capital upon the exercise of the Call Options or Put Options (as defined below). If the associated Call Options or Put Options are exercised, 10% of the obligations would be settled on each of March 31, 2017, June 30, 2017, September 30, 2017, and December 31, 2017 and 15% of the obligations would be settled on each of March 31, 2018, June 30, 2018, September 30, 2018, and December 31, 2018.

Under the terms of the Fifth Third TRA Addendum, beginning March 1, 2017, June 1, 2017, September 1, 2017, December 1, 2017, March 1, 2018, June 1, 2018, September 1, 2018 and December 1, 2018, and ending March 10, 2017, June 10, 2017, September 10, 2017, December 10, 2017, March 10, 2018, June 10, 2018, September 10, 2018 and December 10, 2018, respectively, the Company is granted call options (collectively, the "Call Options") pursuant to which certain additional obligations of the Company under the Fifth Third TRA and the NPC TRA would be terminated and settled in consideration for cash payments of $15.1 million, $15.6 million, $16.1 million, $16.6 million, $25.6 million, $26.4 million, $27.2 million and $28.1 million, respectively.

Under the terms of the Fifth Third TRA Addendum, if the Company does not exercise the relevant Call Option, Fifth Third is granted put options beginning March 20, 2017, June 20, 2017, September 20, 2017, December 20, 2017, March 20, 2018, June 20, 2018, September 20, 2018 and December 20, 2018, and ending March 31, 2017, June 30, 2017, September 30,

2017, December 31, 2017, March 31, 2018, June 30, 2018, September 30, 2018 and December 31, 2018, respectively (collectively, the "Put Options"), pursuant to which certain additional obligations of the Company would be terminated and settled in consideration for cash payments with similar amounts to the Call Options.

Except to the extent the Company's obligations under the Fifth Third TRA and the NPC TRA have been terminated and settled in full in accordance with the terms of the Fifth Third TRA Addendum, the Fifth Third TRA and the NPC TRA will each remain in effect, and the parties thereto will continue to have all rights and obligations thereunder.

Since Fifth Third is a stockholder of the Company, a special committee of the Company's board of directors comprised of independent, disinterested directors authorized the TRA Addendum. See Note 1 - Basis of Presentation and Summary of Significant Accounting Policies for additional information about the Fifth Third TRA and the NPC TRA.

* * * * *

Vantiv, Inc.
MANAGEMENT'S DISCUSSION AND ANALYSIS

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This management's discussion and analysis provides a review of the results of operations, financial condition and liquidity and capital resources of Vantiv, Inc. ("Vantiv", "we", "us", "our", or the "company" refer to Vantiv, Inc. and its consolidated subsidiaries) and outlines the factors that affected recent results, as well as factors that may affect future results. Our actual results in the future may differ materially from those anticipated in these forward looking statements as a result of many factors, including those set forth under "Risk Factors," "Forward Looking Statements" and elsewhere in this report, as well as in our 10-K filed with the SEC on February 10, 2016. The following discussion should be read in conjunction with our unaudited consolidated financial statements and related notes appearing elsewhere in this report, as well as management's discussion and analysis and consolidated financial statements for the year ended December 31, 2015 included in our most recent Annual Report on Form 10-K.

General

We are the second largest merchant acquirer and the largest PIN debit acquirer by number of transactions, according to the Nilson Report, and a leading payment processor in the United States differentiated by our integrated technology platform, breadth of distribution and superior cost structure. Our integrated technology platform enables us to efficiently provide a comprehensive suite of services to both merchants and financial institutions of all sizes as well as to innovate, develop and deploy new services, while providing us with significant economies of scale. Our broad and varied distribution provides us with a growing and diverse client base of merchants and financial institutions.

We offer a broad suite of payment processing services that enable our clients to meet their payment processing needs through a single provider, including in omni-channel environments that span point-of-sale, ecommerce and mobile devices. We enable merchants of all sizes to accept and process credit, debit and prepaid payments and provide them supporting value-added services, such as security solutions and fraud management, information solutions, and interchange management. We also provide mission critical payment services to financial institutions, such as card issuer processing, payment network processing, fraud protection, card production, prepaid program management, ATM driving and network gateway and switching services that utilize our proprietary Jeanie PIN debit payment network.

Our integrated technology platform provides our merchant and financial institution clients with differentiated payment processing solutions and provides us with significant strategic and operational benefits. Our clients access our processing solutions primarily through a single point of service, which is easy to use and enables our clients to acquire additional services as their business needs evolve. Small and mid-sized merchants are able to easily connect to our integrated technology platform using our application process interfaces, or APIs, software development kits, or SDKs, and other tools we make available to technology partners, which we believe enhances our capacity to sell to such merchants. Our integrated technology platform allows us to collect, manage and analyze data across both our Merchant Services and our Financial Institution Services segments that we can then package into information solutions for our clients. It provides insight into market trends and opportunities as they emerge, which enhances our ability to innovate and develop new value-added services, including security solutions and fraud management, and it allows us to easily deploy new solutions that span the payment processing value chain, such as ecommerce and mobile services, which are high growth market opportunities. It is highly scalable, which enables us to efficiently manage, update and maintain our technology, increase capacity and speed, and realize significant operating leverage. We believe our integrated technology platform is a key differentiator from payment processors that operate on multiple technology platforms and provides us with a significant competitive advantage.

We distribute our services through multiple sales channels that enable us to efficiently and effectively target a broad range of merchants and financial institutions. Our sales channels include direct and indirect sales forces, which include our referral partner relationships, which provide us with a growing and diverse client base. We have a national sales force that targets financial institutions and large national merchants, a regional and mid-market sales team that sells solutions to merchants and third-party reseller clients and a telesales operation that targets small and mid-sized merchants. Our indirect sales force includes Independent Sales Organizations, or ISOs, that target small and mid-sized merchants. We have referral partner relationships with merchant banks, independent software vendors, or ISVs, value-added resellers, or VARs, payment facilitators, and trade associations that target a broad range of merchants, including difficult to reach small and mid-sized merchants. We also have relationships with third-party reseller partners and arrangements with core processors that target small and mid-sized financial institutions.

Executive Overview

Revenue for the three months ended June 30, 2016 increased 13% to $891.2 million from $786.0 million in 2015. Revenue for the six months ended June 30, 2016 increased 15% to $1,709.8 million from $1,491.6 million in 2015.

Income from operations for the three months ended June 30, 2016 increased 35% to $147.7 million from $109.5 million in 2015. Income from operations for the six months ended June 30, 2016 increased 40% to $257.3 million from $183.5 million in 2015.

Net income for the three months ended June 30, 2016 increased to $78.5 million from $52.7 million in 2015. Net income attributable to Vantiv, Inc. for the three months ended June 30, 2016 increased to $59.3 million from $36.5 million in 2015. Net income for the six months ended June 30, 2016 increased to $130.9 million from $79.7 million in 2015. Net income attributable to Vantiv, Inc. for the six months ended June 30, 2016 increased to $99.1 million from $55.5 million in 2015. See the "Results of Operations" section of this Management's Discussion and Analysis for a discussion of our financial results.

On July 27, 2016, we entered into a purchase addendum in connection with our tax receivable agreement ("TRA") with Fifth Third (the "Fifth Third TRA Addendum") to terminate and settle a portion of our obligations owed to Fifth Third under a TRA (the "Fifth Third TRA") and the NPC Group, Inc. TRA (the "NPC TRA"). See Note 11 of Part I, Item 1 for details of the Fifth Third TRA Addendum.

Since Fifth Third is a stockholder of us, a special committee of our board of directors comprised of independent, disinterested directors authorized the Fifth Third TRA Addendum. See Note 1 of Part I, Item 1 for additional information about the TRAs.

Our Segments, Revenue and Expenses

Segments

We report our results of operations in two segments, Merchant Services and Financial Institution Services. We evaluate segment performance based upon segment profit, which is defined as net revenue, which represents total revenue less network fees and other costs, less sales and marketing expense attributable to that segment.

Merchant Services

We have a broad and diversified merchant client base. Our merchant client base has low client concentration and is heavily weighted in non-discretionary everyday spend categories, such as grocery and pharmacy, and includes large national retailers. We provide a comprehensive suite of payment processing services to our merchant services clients. We authorize, clear, settle and provide reporting for electronic payment transactions, as further discussed below.

Acquiring and Processing. We provide merchants with a broad range of credit, debit and prepaid payment processing services. We give them the ability to accept and process Visa, MasterCard, American Express, Discover and PIN debit network card transactions originated at the point of sale as well as for ecommerce and mobile transactions. This service includes all aspects of card processing, including authorization and settlement, customer service, chargeback and retrieval processing and network fee and interchange management.

Value-added Services. We offer value-added services that help our clients operate and manage their businesses including omni-channel acceptance, prepaid services and gift card solutions. We also provide security solutions such as point-to-point encryption and tokenization both at the point of sale and for ecommerce transactions.

We provide our services to merchants of varying sizes, which provides us with a number of key benefits. Due to the large transaction volume that they generate, large national merchants provide us with significant operating scale efficiencies and recurring revenues. Small and mid-sized merchants are more difficult to reach on an individual basis, but generally generate higher per transaction fees.

We distribute our comprehensive suite of services to a broad range of merchants, including difficult to reach small and mid-sized merchants, through multiple sales channels as further discussed below.

- Direct: Includes a national sales force that targets large national merchants, a regional and mid-market sales team that sells solutions to merchants and third party reseller clients, and a telesales operation that targets small and mid-sized merchants.
- Indirect: Includes Independent Sales Organizations (ISOs) that target small and mid-sized merchants.
- Merchant Bank: Includes referral partner relationships with financial institutions that target their financial services customers as merchant referrals to us.
- Integrated Payments (IP): Includes referral partner relationships with independent software vendors (ISVs), value-added resellers (VARs), and payment facilitators that target their technology customers as merchant referrals to us.
- eCommerce: Includes a sales force that targets internet retail, online services and direct marketing merchants.

These sales channels utilize multiple strategies and leverage relationships with referral partners that sell our solutions to small and mid-sized merchants. We offer certain of our services on a white-label basis which enables them to be marketed under our partners' brand. We select referral partners that enhance our distribution and augment our services with complimentary offerings. We believe our sales structure provides us with broad geographic coverage and access to various industries and verticals.

Financial Institution Services

Our financial institution client base is also generally well diversified which includes regional banks, community banks, credit unions and regional PIN debit networks. We generally focus on small to mid-sized institutions with less than $15 billion in assets. Smaller financial institutions generally do not have the scale or infrastructure typical of large institutions and are more likely to outsource their payment processing needs. We provide integrated card issuer processing, payment network processing and value-added services to our financial institutions clients. These services are discussed further below.

Integrated Card Issuer and Processing. We process and service credit, debit, ATM and prepaid transactions. We process and provide statement production, collections and inbound/outbound call centers. Our card processing solution includes processing and other services such as card portfolio analytics, program strategy and support, fraud and security management and chargeback and dispute services. We also offer processing for specialized accounts, such as business cards, home equity lines of credit and health savings accounts. We provide authorization support in the form of online or batch settlement, as well as real-time transaction research capability and archiving and daily and monthly cardholder reports for statistical analysis.

Value-added Services. We provide additional services to our financial institution clients that complement our issuing and processing services. These services include fraud protection, card production, prepaid cards, ATM driving, portfolio optimization, data analytics and card program marketing. We also provide network gateway and switching services that utilize our Jeanie PIN network. Our Jeanie network offers real-time electronic payment, network bill payment, single point settlement, shared deposit taking and customer select PINs.

We distribute our services to financial institutions by utilizing direct sales forces as well as a diverse group of referral partner relationships. These sales channels utilize multiple strategies and leverage relationships with core processors that sell our solutions to small and mid-sized financial institutions. We offer certain of our services on a white-label basis which enables them to be marketed under our client's brand. We select resellers that enhance our distribution and augment our services with complementary offerings. Our relationships with core processors are necessary for developing the processing environments required by our financial institution clients. Many of our core processing relationships are non-contractual and continue for so long as an interface between us and the core processor is needed to accommodate one or more common financial institution customers.

Revenue

We generate revenue primarily by processing electronic payment transactions. Set forth below is a description of our revenues by segment and factors impacting segment revenues.

Our Merchant Services segment revenues are primarily derived from processing credit and debit card transactions. Merchant Services revenue is primarily comprised of fees charged to businesses, net of interchange fees, for payment processing services, including authorization, capture, clearing, settlement and information reporting of electronic transactions. The fees charged consist of either a percentage of the dollar volume of the transaction or a fixed fee, or both, and are recognized at the time of the transaction. Merchant Services revenue also includes a number of revenue items that are incurred

by us and are reimbursable as the costs are passed through to and paid by our clients. These items primarily consist of Visa, MasterCard and other payment network fees. In addition, for sales through referral partners in which we are the primary party to the contract with the merchant, we record the full amount of the fees collected from the merchant as revenue. Associated residual payments made to referral partners are included in sales and marketing expenses. Merchant Services revenue also includes revenue from ancillary services such as fraud management, equipment sales and terminal rent. Revenue in our Merchant Services segment is impacted primarily by transaction volume, average transaction size, the mix of merchant types in our client portfolio, the performance of our merchant clients and the effectiveness of our distribution channels.

Our Financial Institution Services revenues are primarily derived from debit, credit and ATM card transaction processing, ATM driving and support, and PIN debit processing services. Financial Institution Services revenue associated with processing transactions includes per transaction and account related fees, card production fees and fees generated from our Jeanie network. Financial Institution Services revenue is impacted by the number of financial institutions using our services as well as their transaction volume. The number of financial institutions in the United States has declined as a result of prevailing economic conditions and consolidation, as well as other market and regulatory pressures. These factors have contributed to industry-wide pricing compression of the fees that financial institutions are willing to pay for payment processing. Since 2011, pricing compression in the Financial Institution Services segment has represented on average 3% or less of segment net revenue on an annual basis.

Network Fees and Other Costs

Network fees and other costs primarily consist of pass through expenses incurred by us in connection with providing processing services to our clients, including Visa and MasterCard network association fees, payment network fees, third party processing expenses, telecommunication charges, postage and card production costs.

Net Revenue

Net revenue is revenue, less network fees and other costs and reflects revenue generated from the services we provide to our clients. Management uses net revenue to assess our operating performance. We believe that net revenue, when reviewed together with revenue, is meaningful to our investors in order to understand our performance.

Expenses

Set forth below is a brief description of the components of our expenses, aside from the network fees and other costs discussed above:

- *Sales and marketing* expense primarily consists of salaries and benefits paid to sales personnel, sales management and other sales and marketing personnel, residual payments made to ISOs and referral partners and advertising and promotional costs.

- *Other operating costs* primarily consist of salaries and benefits paid to operational and IT personnel, costs associated with operating our technology platform and data centers, information technology costs for processing transactions, product development costs, software consulting fees and maintenance costs.

- *General and administrative* expenses primarily consist of salaries and benefits paid to executive management and administrative employees, including finance, human resources, product development, legal and risk management, share-based compensation costs, equipment and occupancy costs and consulting costs.

- *Depreciation and amortization* expense consists of our depreciation expense related to investments in property, equipment and software as well as our amortization of intangible assets, principally customer relationships acquired in connection with the acquisition of a majority interest in Vantiv Holding in June 2009 and our subsequent acquisitions.

- *Interest expense—net* consists primarily of interest on borrowings under our senior secured credit facilities less interest income earned on our cash and cash equivalents.

- *Income tax expense* represents federal, state and local taxes based on income in multiple jurisdictions.

- *Non-operating expenses* during the three and six months ended June 30, 2016 and 2015 primarily relate to the change in the fair value of the tax receivable agreement ("TRA") entered into as part of the acquisition of Mercury Payment Systems, LLC ("Mercury").

Non-Controlling Interest

As a result of the non-controlling ownership interests in Vantiv Holding held by Fifth Third, our results of operations include net income attributable to non-controlling interests. Future sales or redemptions of ownership interests in Vantiv Holding by Fifth Third will continue to reduce the amount recorded as non-controlling interest and increase net earnings attributable to our Class A stockholders. In addition, net income attributable to non-controlling interests includes the non-controlling interest related to a joint venture with a bank partner. Net income attributable to non-controlling interests for the three months ended June 30, 2016 and 2015 was $19.1 million and $16.2 million, respectively. Net income attributable to non-controlling interests for the six months ended June 30, 2016 and 2015 was $31.8 million and $24.2 million, respectively.

Factors and Trends Impacting Our Business and Results of Operations

We expect a number of factors will impact our business, results of operations and financial condition. In general, our revenue is impacted by the number and dollar volume of card based transactions which in turn are impacted by general economic conditions, consumer spending and the emergence of new technologies and payment types, such as ecommerce, mobile payments, and prepaid cards. In our Merchant Services segment, our net revenues are impacted by the mix of the size of merchants that we provide services to as well as the mix of transaction volume by merchant category. In our Financial Institution Services segment, our net revenues are also impacted by the mix of the size of financial institutions to which we provide services as well as consolidation and market and industry pressures, which have contributed and are expected to continue to contribute to pricing compression of payment processing fees in this segment. We also expect our results of operations to be impacted by the factors discussed below.

Pro Forma Adjusted Net Income

We use pro forma adjusted net income for financial and operational decision making as a means to evaluate period-to-period comparisons of our 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 our annual incentive plan. We believe pro forma adjusted net income provides useful information about our 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, we make certain non-GAAP adjustments, as well as pro forma adjustments, to adjust our GAAP operating results for the items discussed below. This non-GAAP measure should be considered together with GAAP operating results.

Non-GAAP Adjustments

Transition, Acquisition and Integration Costs

In connection with our acquisitions, we incurred costs associated with the acquisitions and related integration activities, consisting primarily of consulting fees for advisory, conversion and integration services and related personnel costs. Also included in these expenses are costs related to employee termination benefits and other transition activities. These transition, acquisition and integration costs are included in other operating costs and general and administrative expenses.

Share-Based Compensation

We have granted share-based awards to certain employees and members of our board of directors and intend to continue to grant additional share-based awards in the future. Share-based compensation is included in general and administrative expense.

Intangible Amortization Expense

These expenses represent amortization of intangible assets acquired through business combinations and customer portfolio and related asset acquisitions.

Non-operating Expense

Non-operating expenses for the three and six months ended June 30, 2016 and 2015 primarily related to the change in fair value of the Mercury TRA.

Pro Forma Adjustments

Income Tax Expense Adjustments

Our effective tax rate reported in our results of operations reflects the impact of our non-controlling interest not being taxed at the statutory corporate tax rate. For purposes of calculating pro forma adjusted net income, income tax expense is adjusted to reflect an effective tax rate assuming conversion of Fifth Third's non-controlling interests into shares of Class A common stock, including the income tax effect of the non-GAAP adjustments described above. The adjusted effective tax rate was 36% for 2016 and 2015.

Tax Adjustments

In addition to the adjustment described above, income tax expense is also adjusted for the cash tax benefits resulting from certain tax attributes, primarily the amortization of tax intangible assets resulting from or acquired with our acquisitions, the tax basis step up associated with our separation from Fifth Third and the purchase or exchange of Class B units of Vantiv Holding, net of payment obligations under TRAs established at the time of our initial public offering ("IPO") and in connection with our acquisition of Mercury. Additionally, as a result of the Fifth Third TRA Addendum entered into on July 27, 2016 as discussed in Note 11 of Part I, Item 1, beginning in 2017 we will reflect the retention of the cash tax benefits resulting from the realization of the tax attributes underlying each respective TRA in pro forma adjusted net income. The estimate of the cash tax benefits is based on the consistent and highly predictable realization of the underlying tax attributes.

The following table provides a schedule of the tax adjustments discussed above which are reflected in the pro forma adjusted net income table below:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	**2015**	**2016**	**2015**
Fifth Third Tax Benefit [a]	$ 11,927	$ 9,992	$ 23,854	$ 19,984
Mercury Tax Benefit [b]	4,665	8,607	9,330	17,214
Total Tax Benefits	16,592	18,599	33,184	37,198
Less: TRA payments [c]	(14,103)	(15,809)	(28,206)	(31,618)
TRA Tax Benefits [d]	2,489	2,790	4,978	5,580
Acquired Tax Benefits [e]	15,581	8,854	31,162	17,756
Pro Forma Tax Benefits [f]	$ 18,070	$ 11,644	$ 36,140	$ 23,336

[a] Represents the cash tax benefits which are shared with Fifth Third Bank pursuant to a TRA.
[b] Represents the cash tax benefits shared with Mercury former shareholders pursuant to a TRA.
[c] Represents the amount of the TRA payment to be made to Fifth Third Bank and Mercury shareholders (85% payment).
[d] Represents the 15% benefit that we retain for the shared tax benefits related to the TRAs.
[e] Represents the tax benefits wholly owned by us, acquired through acquisition or termination of TRAs in which we retain 100% of the benefit.
[f] Represents the net cash tax benefit retained by us from the use of the tax attributes, as reflected in the Pro forma Tax Adjustments.

The table below provides a reconciliation of GAAP income before applicable income taxes to pro forma adjusted net income for the three and six months ended June 30, 2016 and 2015:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
	(in thousands)		(in thousands)	
Income before applicable income taxes	$ 116,902	$ 77,012	$ 193,176	$ 116,261
Non-GAAP Adjustments:				
Transition, acquisition and integration costs	12,408	23,345	19,571	38,019
Share-based compensation	7,940	5,097	16,292	16,720
Intangible amortization	47,242	47,524	94,907	94,749
Non-operating expenses	4,664	6,725	10,316	15,491
Non-GAAP Adjusted Income Before Applicable Taxes	189,156	159,703	334,262	281,240
Less: Pro Forma Adjustments				
Income tax expense	68,096	57,493	120,334	101,246
Tax adjustments	(18,070)	(11,644)	(36,140)	(23,336)
JV non-controlling interest	692	1,083	1,227	1,151
Pro Forma Adjusted Net Income	$ 138,438	$ 112,771	$ 248,841	$ 202,179

Results of Operations

The following tables set forth our statements of income in dollars and as a percentage of net revenue for the periods presented.

	Three Months Ended June 30,			
	2016	2015	$ Change	% Change
	(dollars in thousands)			
Revenue	$ 891,217	$ 785,995	$ 105,222	13 %
Network fees and other costs	410,736	362,349	48,387	13 %
Net revenue	480,481	423,646	56,835	13 %
Sales and marketing	144,844	122,925	21,919	18 %
Other operating costs	73,599	76,551	(2,952)	(4)%
General and administrative	49,120	47,060	2,060	4 %
Depreciation and amortization	65,234	67,659	(2,425)	(4)%
Income from operations	$ 147,684	$ 109,451	$ 38,233	35 %
Non-financial data:				
Transactions (in millions)	6,183	5,768		7 %

As a Percentage of Net Revenue	Three Months Ended June 30,	
	2016	2015
Net revenue	100.0%	100.0%
Sales and marketing	30.1%	29.0%
Other operating costs	15.3%	18.1%
General and administrative	10.3%	11.1%
Depreciation and amortization	13.6%	16.0%
Income from operations	30.7%	25.8%

	Six Months Ended June 30,			
	2016	2015	$ Change	% Change
	(dollars in thousands)			
Revenue	$ 1,709,840	$ 1,491,606	$ 218,234	15 %
Network fees and other costs	798,149	693,495	104,654	15 %
Net revenue	911,691	798,111	113,580	14 %
Sales and marketing	280,482	238,980	41,502	17 %
Other operating costs	147,302	145,290	2,012	1 %
General and administrative	93,104	94,903	(1,799)	(2)%
Depreciation and amortization	133,464	135,461	(1,997)	(1)%
Income from operations	$ 257,339	$ 183,477	$ 73,862	40 %
Non-financial data:				
Transactions (in millions)	12,003	11,131		8 %

As a Percentage of Net Revenue	Six Months Ended June 30,	
	2016	2015
Net revenue	100.0%	100.0%
Sales and marketing	30.8%	29.9%
Other operating costs	16.2%	18.2%
General and administrative	10.2%	11.9%
Depreciation and amortization	14.6%	17.0%
Income from operations	28.2%	23.0%

Three Months Ended June 30, 2016 Compared to Three Months Ended June 30, 2015 and Six Months Ended June 30, 2016 Compared to Six Months Ended June 30, 2015

Revenue

Revenue increased 13% to $891.2 million for the three months ended June 30, 2016 from $786.0 million for the three months ended June 30, 2015. The increase was due primarily to transaction growth of 7%. Additionally, growth in our Merchant Services segment as a result of our continued penetration of small and mid-sized merchants and growth in our Financial Institutions segment from value-added services including the impact of EMV card reissuance and fraud related services contributed to higher revenue.

Revenue increased 15% to $1,709.8 million for the six months ended June 30, 2016 from $1,491.6 million for the six months ended June 30, 2015. The increase was due primarily to transaction growth of 8%. Additionally, growth in our Merchant Services segment as a result of our continued penetration of small and mid-sized merchants and growth in our Financial Institutions segment from value-added services including the impact of EMV card reissuance and fraud related services as well as the benefit of an extra day given Leap Year contributed to higher revenue.

Network Fees and Other Costs

Network fees and other costs increased 13% to $410.7 million for the three months ended June 30, 2016 from $362.3 million for the three months ended June 30, 2015. The increase was due primarily to a combination of transaction growth of 7% and increased pass through expenses.

Network fees and other costs increased 15% to $798.1 million for the six months ended June 30, 2016 from $693.5 million for the six months ended June 30, 2015. The increase was due primarily to a combination of transaction growth of 8% and increased pass through expenses.

Net Revenue

Net revenue, which is revenue less network fees and other costs, increased 13% to $480.5 million for the three months ended June 30, 2016 from $423.6 million for the three months ended June 30, 2015 due to the factors discussed above.

Net revenue, which is revenue less network fees and other costs, increased 14% to $911.7 million for the six months ended June 30, 2016 from $798.1 million for the six months ended June 30, 2015 due to the factors discussed above.

Sales and Marketing

Sales and marketing expense increased 18% to $144.8 million for the three months ended June 30, 2016 from $122.9 million for the three months ended June 30, 2015. The increase was primarily attributable to higher residual payments to referral partners in connection with increased revenue and higher sales and marketing personnel and related costs.

Sales and marketing expense increased 17% to $280.5 million for the six months ended June 30, 2016 from $239.0 million for the six months ended June 30, 2015. The increase was primarily attributable to higher residual payments to referral partners in connection with increased revenue and higher sales and marketing personnel and related costs.

Other Operating Costs

Other operating costs decreased 4% to $73.6 million for the three months ended June 30, 2016 from $76.6 million for the three months ended June 30, 2015. A decrease in transition, acquisition and integration costs of $8.4 million more than offset an increase in information technology and operation costs in support of our revenue growth.

Other operating costs increased 1% to $147.3 million for the six months ended June 30, 2016 from $145.3 million for the six months ended June 30, 2015. An increase in information technology and operation costs, in support of our
revenue growth, more than offset a $12.3 million decrease in transition, acquisition and integration costs.

General and Administrative

General and administrative expenses increased 4% to $49.1 million for the three months ended June 30, 2016 from $47.1 million for the three months ended June 30, 2015. Continued investment in our infrastructure and a $2.8 million increase in share-based compensation costs were partially offset by a $2.5 million decrease in transition, acquisition and integration costs.

General and administrative expenses decreased 2% to $93.1 million for the six months ended June 30, 2016 from $94.9 million for the six months ended June 30, 2015. Continued investment in our infrastructure was more than offset by a $6.2 million decrease in transition, acquisition and integration costs and a $0.4 million decrease in share-based compensation costs.

Depreciation and Amortization

Depreciation expense associated with our property, equipment and software decreased to $15.9 million for the three months ended June 30, 2016 from $18.1 million for the three months ended June 30, 2015.

Depreciation expense associated with our property, equipment and software decreased to $34.2 million for the six months ended June 30, 2016 from $36.7 million for the six months ended June 30, 2015.

Amortization expense associated with intangible assets, which consist primarily of customer relationship intangible assets, decreased to $49.4 million for the three months ended June 30, 2016 from $49.6 million for the three months ended June 30, 2015.

Amortization expense associated with intangible assets, which consist primarily of customer relationship intangible assets, increased to $99.3 million for the six months ended June 30, 2016 from $98.8 million for the six months ended June 30, 2015.

Income from Operations

Income from operations increased 35% to $147.7 million for the three months ended June 30, 2016 from $109.5 million for the three months ended June 30, 2015.

Income from operations increased 40% to $257.3 million for the six months ended June 30, 2016 from $183.5 million for the six months ended June 30, 2015.

Interest Expense—Net

Interest expense—net increased to $26.1 million for the three months ended June 30, 2016 from $25.7 million for the three months ended June 30, 2015. The increase in interest expense—net is primarily attributable to our interest rate swaps.

Interest expense—net increased to $53.8 million for the six months ended June 30, 2016 from $51.7 million for the six months ended June 30, 2015. The increase in interest expense—net is primarily attributable to our interest rate swaps.

Non-Operating Expense

Non-operating expenses were $4.7 million and $10.3 million for the three months and six months ended June 30, 2016, respectively, primarily relating to the change in fair value of the TRA entered into as part of the acquisition of Mercury.

Non-operating expenses were $6.7 million and $15.5 million for the three months and six months ended June 30, 2015, respectively, primarily relating to the change in fair value of the Mercury TRA.

Income Tax Expense

Income tax expense for the three months ended June 30, 2016 was $38.4 million compared to $24.3 million for the three months ended June 30, 2015, reflecting effective rates of 32.9% and 31.6%, respectively. Income tax expense for the six months ended June 30, 2016 was $62.3 million compared to $36.6 million for the six months ended June 30, 2015, reflecting effective rates of 32.2% and 31.5%, respectively. Our effective rate reflects the impact of our non-controlling interests not being taxed at the statutory corporate tax rates. As our non-controlling interest declines to the point Vantiv Holding is a wholly-owned subsidiary, we expect our effective rate to increase to approximately 36.0%.

Segment Results

The following tables provide a summary of the components of segment profit for our two segments for the three and six months ended June 30, 2016 and 2015.

Merchant Services

	Three Months Ended June 30,			
	2016	**2015**	**$ Change**	**% Change**
	(dollars in thousands)			
Total revenue	$ 762,593	$ 661,258	$ 101,335	15%
Network fees and other costs	374,820	324,166	50,654	16%
Net revenue	387,773	337,092	50,681	15%
Sales and marketing	139,108	116,860	22,248	19%
Segment profit	$ 248,665	$ 220,232	$ 28,433	13%
Non-financial data:				
Transactions (in millions)	5,156	4,737		9%

	Six Months Ended June 30,			
	2016	2015	$ Change	% Change
	(dollars in thousands)			
Total revenue	$ 1,457,173	$ 1,247,970	$ 209,203	17%
Network fees and other costs	728,154	620,196	107,958	17%
Net revenue	729,019	627,774	101,245	16%
Sales and marketing	268,444	227,035	41,409	18%
Segment profit	$ 460,575	$ 400,739	$ 59,836	15%
Non-financial data:				
Transactions (in millions)	10,003	9,144		9%

Net Revenue

Net revenue in this segment increased 15% to $387.8 million for the three months ended June 30, 2016 from $337.1 million for the three months ended June 30, 2015. The increase during the three months ended June 30, 2016 was due primarily to transaction growth of 9% and a 6% increase in net revenue per transaction associated with our continued penetration of small and mid-sized merchants.

Net revenue in this segment increased 16% to $729.0 million for the six months ended June 30, 2016 from $627.8 million for the six months ended June 30, 2015. The increase during the six months ended June 30, 2016 was due primarily to transaction growth of 9% and a 6% increase in net revenue per transaction associated with our continued penetration of small and mid-sized merchants as well as the benefit of an extra day given Leap Year.

Sales and Marketing

Sales and marketing expense increased 19% to $139.1 million for the three months ended June 30, 2016 from $116.9 million for the three months ended June 30, 2015. The increase was primarily attributable to higher residual payments to referral partners in connection with increased revenue and higher sales and marketing personnel and related costs.

Sales and marketing expense increased 18% to $268.4 million for the six months ended June 30, 2016 from $227.0 million for the six months ended June 30, 2015. The increase was primarily attributable to higher residual payments to referral partners in connection with increased revenue and higher sales and marketing personnel and related costs.

Financial Institution Services

	Three Months Ended June 30,			
	2016	2015	$ Change	% Change
	(dollars in thousands)			
Total revenue	$ 128,624	$ 124,737	$ 3,887	3 %
Network fees and other costs	35,916	38,183	(2,267)	(6)%
Net revenue	92,708	86,554	6,154	7 %
Sales and marketing	5,736	6,065	(329)	(5)%
Segment profit	$ 86,972	$ 80,489	$ 6,483	8 %
Non-financial data:				
Transactions (in millions)	1,027	1,031		— %

	Six Months Ended June 30,			
	2016	2015	$ Change	% Change
	(dollars in thousands)			
Total revenue	$ 252,667	$ 243,636	$ 9,031	4 %
Network fees and other costs	69,995	73,299	(3,304)	(5)%
Net revenue	182,672	170,337	12,335	7 %
Sales and marketing	12,038	11,945	93	1 %
Segment profit	$ 170,634	$ 158,392	$ 12,242	8 %
Non-financial data:				
Transactions (in millions)	2,000	1,987		1 %

Net Revenue

Net revenue in this segment increased 7% to $92.7 million for the three months ended June 30, 2016 from $86.6 million for the three months ended June 30, 2015. The increase during the three months ended June 30, 2015 was due to an 8% increase in net revenue per transaction primarily due to value-added services including the impact of EMV card reissuance and fraud related services.

Net revenue in this segment increased 7% to $182.7 million for the six months ended June 30, 2016 from $170.3 million for the six months ended June 30, 2015. The increase during the six months ended June 30, 2016 was due to a 7% increase in net revenue per transaction primarily due to value-added services including the impact of EMV card reissuance and fraud related services as well as the benefit of an extra day given Leap Year.

Sales and Marketing

Sales and marketing expense decreased $0.3 million to $5.7 million for the three months ended June 30, 2016 from $6.1 million for the three months ended June 30, 2015.

Sales and marketing expense was flat for the six months ended June 30, 2016 when compared to the six months ended June 30, 2015.

Liquidity and Capital Resources

Our liquidity is funded primarily through cash provided by operations, debt and a line of credit, which is generally sufficient to fund our operations, planned capital expenditures, tax distributions made to our non-controlling interest holders, required payments under TRAs, debt service and acquisitions. Payments under the TRAs are determined based on realized cash savings resulting from the underlying tax attributes. Excluding the call and put structures in the Repurchase Addendum to Tax Receivable Agreement with Mercury Payment Systems, LLC ("Mercury TRA Addendum") and the Fifth Third TRA Addendum discussed in Note 1 and Note 11, respectively, of Part I, Item 1, a period of declining profitability would result in a corresponding reduction in our TRA payments, thus resulting in the TRA having a minimal effect on our liquidity and capital resources. As of June 30, 2016, our principal sources of liquidity consisted of $202.7 million of cash and cash equivalents and

$425 million of availability under the revolving portion of our senior secured credit facilities. Our total indebtedness, including capital leases, was $3.0 billion as of June 30, 2016.

We have approximately $75 million of share repurchase authority remaining as of June 30, 2016 under a program authorized by the board of directors on February 12, 2014 to repurchase up to an additional $300 million of our Class A common stock.

Purchases under the repurchase program are allowed from time to time in the open market, in privately negotiated transactions, or otherwise. The manner, timing, and amount of any purchases are determined by management based on an evaluation of market conditions, stock price, and other factors. The share repurchase program has no expiration date and we may discontinue purchases at any time that management determines additional purchases are not warranted.

In connection with our IPO, we entered into the Exchange Agreement with Fifth Third, under which Fifth Third has the right, from time to time, to exchange their units in Vantiv Holding for shares of our Class A common stock or, at our option, cash. If we choose to satisfy the exchange in cash, we anticipate that we will fund such exchange through cash from operations, funds available under the revolving portion of our senior secured credit facilities, equity financings or a combination thereof.

We do not intend to pay cash dividends on our Class A common stock in the foreseeable future. Vantiv, Inc. is a holding company that does not conduct any business operations of its own. As a result, Vantiv, Inc.'s ability to pay cash dividends on its common stock, if any, is dependent upon cash dividends and distributions and other transfers from Vantiv Holding. The amounts available to Vantiv, Inc. to pay cash dividends are subject to the covenants and distribution restrictions in its subsidiaries' loan agreements.

In addition to principal needs for liquidity discussed above, our strategy includes investing in and leveraging our integrated business model and technology platform, broadening and deepening our distribution channels, entry into new geographic markets and development of additional payment processing services. Our near-term priorities for capital allocation include debt reduction, share repurchases and investing in our operations to support organic growth. Long-term priorities remain unchanged and include investing for growth through strategic acquisitions and returning excess capital to shareholders.

We anticipate that to the extent that we require additional liquidity, it will be funded through the incurrence of other indebtedness, equity financings or a combination thereof. We cannot assure that we will be able to obtain this additional liquidity on reasonable terms, or at all. Additionally, our liquidity and our ability to meet our obligations and fund our capital requirements are also dependent on our future financial performance, which is subject to general economic, financial and other factors that are beyond our control. Accordingly, we cannot assure that our business will generate sufficient cash flow from operations or that future borrowings will be available under our credit facilities or otherwise to meet our liquidity needs. If we decide to pursue one or more significant acquisitions, we may incur additional debt or sell additional equity to finance such acquisitions.

Cash Flows

The following table presents a summary of cash flows from operating, investing and financing activities for the six months ended June 30, 2016 and 2015 (in thousands).

	Six Months Ended June 30,	
	2016	**2015**
Net cash provided by operating activities	$ 248,486	$ 352,377
Net cash used in investing activities	(85,289)	(79,167)
Net cash used in financing activities	(157,569)	(283,996)

Cash Flow from Operating Activities

Net cash provided by operating activities was $248.5 million for the six months ended June 30, 2016 as compared to $352.4 million for the six months ended June 30, 2015. The decrease is due primarily to an increase in accounts receivable balance and a decrease in net settlement asset and obligations. Settlement assets and obligations can fluctuate due to seasonality as well as day of the month end.

Cash Flow from Investing Activities

Net cash used in investing activities was $85.3 million for the six months ended June 30, 2016 as compared to $79.2 million for the six months ended June 30, 2015. The increase was primarily due to an increase in capital expenditures and the premium paid to enter into the interest rate caps.

Cash Flow from Financing Activities

Net cash used in financing activities was $157.6 million for the six months ended June 30, 2016 as compared to $284.0 million for the six months ended June 30, 2015. Cash used in financing activities for the six months ended June 30, 2016 consisted primarily of the repayment of debt and capital leases and payments under the tax receivable agreements. Cash used in financing activities for the six months ended June 30, 2015 consisted primarily of the repayment of debt and capital leases, including the early principal payment of $200 million on the term B loan in January 2015, payments under the tax receivable agreements and distributions to non-controlling interests.

Credit Facilities

On June 13, 2014, Vantiv, LLC completed a debt refinancing by entering into an amended and restated loan agreement ("Amended Loan Agreement"). The Amended Loan Agreement requires us to maintain a leverage ratio no greater than established thresholds (based upon the ratio of total funded debt to consolidated EBITDA, as defined in the loan agreement) and a minimum interest coverage ratio (based upon the ratio of consolidated EBITDA to interest expense), which are tested quarterly based on the last four fiscal quarters. The required financial ratios become more restrictive over time, with the specific ratios required by period set forth in the below table.

Period	Leverage Ratio (must not exceed)	Interest Coverage Ratio (must exceed)
September 30, 2014 to March 31, 2015	6.50 to 1.00	4.00 to 1.00
June 30, 2015 to September 30, 2016	6.25 to 1.00	4.00 to 1.00
December 31, 2016 to September 30, 2017	5.50 to 1.00	4.00 to 1.00
December 31, 2017 to September 30, 2018	4.75 to 1.00	4.00 to 1.00
December 31, 2018 and thereafter	4.25 to 1.00	4.00 to 1.00

As of June 30, 2016, we were in compliance with these covenants with a leverage ratio of 3.55 to 1.00 and an interest coverage ratio of 8.59 to 1.00.

Interest Rate Swaps and Caps

As of June 30, 2016, we have a total of 10 outstanding interest rate swaps and 6 interest rate cap agreements that were designated as cash flow hedges of interest rate risk. See Note 4 - Derivatives and Hedging Activities in the Notes to Unaudited Consolidated Financial Statements for more information about the interest rate swaps and caps.

Tax Receivable Agreements

As of June 30, 2016, we are party to several TRAs in which we agree to make payments to various parties of 85% of the federal, state, local and foreign income tax benefits realized by us as a result of certain tax deductions. Payments under the TRAs will be based on our tax reporting positions and are only required to the extent we realize cash savings as a result of the underlying tax attributes. The cash savings realized by us are computed by comparing our actual income tax liability to the amount of such taxes we would have been required to pay had there been no deductions related to the tax attributes discussed below. We will retain the benefit of the remaining 15% of the cash savings associated with the TRAs. We have entered into the following three TRAs:

- TRAs with investors prior to our initial public offering ("IPO") for its use of NPC Group, Inc. net operating losses ("NOLs") and other tax attributes existing at the IPO date under the NPC TRA, all of which is currently held by Fifth Third.

- The Fifth Third TRA in which we realize tax deductions as a result of the increases in tax basis from the purchase of Vantiv Holding units or from the exchange of Vantiv Holding units for cash or shares of Class A common stock, as well as the tax benefits attributable to payments made under such TRAs.

- A TRA with Mercury shareholders (the “Mercury TRA”) as part of the acquisition of Mercury as a result of the increase in tax basis of the assets of Mercury resulting from the acquisition and the use of the net operating losses and other tax attributes of Mercury that were acquired as part of the acquisition.

Obligations recorded pursuant to the TRAs are based on estimates of future taxable income and future tax rates. On an annual basis, we evaluate the assumptions underlying the TRA obligations.

During 2015, we entered into the Mercury TRA Addendum with each of the pre-acquisition owners of Mercury ("Mercury TRA Holders"). The Mercury TRA Addendum contains the following provisions to acquire a significant portion of the Mercury TRA:

- Beginning December 1st of each of 2015, 2016, 2017, and 2018, and ending June 30th of 2016, 2017, 2018, and 2019, respectively, we are granted call options (collectively, the "Call Options") pursuant to which certain of our additional obligations under the Mercury TRA would be terminated in consideration for cash payments of $41.4 million, $38.1 million, $38.0 million, and $43.0 million, respectively.

- In the unlikely event we do not exercise the relevant Call Option, the Mercury TRA Holders are granted put options beginning July 10th and ending July 25th of each of 2016, 2017, 2018, and 2019, respectively (collectively, the "Put Options"), pursuant to which certain of our additional obligations would be terminated in consideration for cash payments with similar amounts to the Call Options.

- In June 2016, we exercised the December 2015 Call Option and made a payment to the Mercury TRA Holders.

Except to the extent our obligations under the Mercury TRA have been terminated and settled in full in accordance with the terms of the Mercury TRA Addendum, the Mercury TRA will remain in effect, and the parties thereto will continue to have all rights and obligations thereunder.

All TRA obligations are recorded based on the full and undiscounted amount of the expected future payments, except for the Mercury TRA which represents contingent consideration relating to an acquired business, and is recorded at fair value for financial reporting purposes (see Note 7 - Fair Value Measurements in the Notes to Unaudited Consolidated Financial Statements).

The timing and/or amount of aggregate payments due under the TRAs may vary based on a number of factors, including the amount and timing of the taxable income we generate in the future and the tax rate then applicable, the use of loss carryovers and amortizable basis. Payments under the TRAs, if necessary, are required to be made no later than January 5th of the second year immediately following the taxable year in which the obligation occurred. We made payments under the TRA obligations of approximately $53.5 million and $22.8 million in January 2016 and January 2015, respectively. The term of the TRAs will continue until all such tax benefits have been utilized or expired, unless we exercise our right to terminate the TRA for an amount based on the agreed payments remaining to be made under the agreement. See Note 11 of Part I, Item 1 for discussion of the Fifth Third TRA Addendum executed on July 27, 2016.

If Fifth Third had exchanged its remaining Class B units of Vantiv Holding, had exercised the remaining warrant and exchanged the Class C units of Vantiv Holding, all for shares of Class A common stock on June 30, 2016, we would have recorded an additional full and undiscounted TRA obligation of approximately $1.2 billion. This estimate is subject to material change based on changes in Fifth Third’s tax basis in the partnership interest, changes in tax rates, or significant changes in our stock price.

Contractual Obligations

There have been no significant changes to contractual obligations and commitments compared to those disclosed in our Annual Report on Form 10-K as of December 31, 2015 filed with the SEC on February 10, 2016.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based upon our unaudited consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. On an ongoing basis, we evaluate our critical estimates giving consideration to a combination of factors, including historical experience, current conditions and on various other assumptions that are believed to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

During the six months ended June 30, 2016, we have not adopted any new critical accounting policies, have not changed any critical accounting policies and have not changed the application of any critical accounting policies from the year ended December 31, 2015. Our critical accounting policies and estimates are described fully within Management’s Discussion and Analysis of Financial Condition and Results of Operations included within our Annual Report on Form 10-K filed with the SEC on February 10, 2016.

Off-Balance Sheet Arrangements

We have no off-balance sheet financing arrangements.

Item 3. Quantitative and Qualitative Disclosure About Market Risk

We are exposed to interest rate risk in connection with our senior secured credit facilities, which are subject to variable interest rates. We hedge a portion of our exposure to interest rate fluctuations through the utilization of interest rate swaps and caps in order to mitigate the risk of this exposure.

As of June 30, 2016 we had a total of 10 outstanding interest rate swaps. Of the 10 outstanding swaps, 4 of them cover an exposure period from June 2016 through June 2017 and have a combined notional balance of $1.1 billion. The remaining 6 interest rate swaps cover an exposure period from January 2016 through January 2019 and have a combined notional balance of $500 million. As of June 30, 2016, we had $1.5 billion of variable rate debt not subject to a fixed rate swap effective at June 30, 2016. However, we have 6 interest rate cap agreements with a combined $1.0 billion notional balance and a cap strike rate of 0.75% covering an exposure period from January 2017 to January 2020.

Based on the amount outstanding under our senior secured credit facilities at June 30, 2016, a change in one percentage point in variable interest rates, after the effect of our interest rate swaps effective at June 30, 2016, would cause an increase or decrease in interest expense of $14.6 million on an annual basis.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2016. The term "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports it files or submits under the Securities Exchange Act of 1934 is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives. Based on the evaluation of our disclosure controls and procedures as of June 30, 2016, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective.

There were no changes in our internal control over financial reporting that occurred during the three months ended June 30, 2016 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we are involved in various litigation matters arising in the ordinary course of our business. While it is impossible to ascertain the ultimate resolution or range of financial liability with respect to these contingent matters, management believes none of these matters, either individually or in the aggregate, would have a material adverse effect on us.

Item 1A. Risk Factors

You should carefully consider the risks described under "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2015. These risks could materially affect our business, results of operations or financial condition, cause the trading price of our common stock to decline materially or cause our actual results to differ materially from those expected or those expressed in any forward looking statements made by or on behalf of Vantiv. These risks are not exclusive, and additional risks to which we are subject include, but are not limited to, the risks of our businesses described elsewhere in this Quarterly Report on Form 10-Q. There have been no material changes from the risk factors disclosed in Part I, Item 1A "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2015.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The following table sets forth information regarding shares of Class A common stock repurchased by us during the three months ended June 30, 2016:

Period	Total Number of Shares Purchased [1]	Average Price Paid per Share	Total Shares Purchased as Part of Publicly Announced Plans or Programs [2]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions) [2]
April 1, 2016 to April 30, 2016	3,604	$ 56.41	—	$ 74.6
May 1, 2016 to May 31, 2016	—	$ —	—	$ 74.6
June 1, 2016 to June 30, 2016	125	$ 53.42	—	$ 74.6

(1) Includes shares of Class A common stock surrendered to us to satisfy tax withholding obligations in connection with the vesting of restricted stock awards.

(2) In February 2014, our board of directors authorized a program to repurchase up to $300 million of our Class A common stock. During the three months ended June 30, 2016, no share repurchases have been transacted under this authorization. Purchases under the repurchase program are allowed from time to time in the open market, in privately negotiated transactions, or otherwise. The manner, timing, and amount of any purchases are determined by management based on an evaluation of market conditions, stock price, and other factors. The share repurchase program has no expiration date and we may discontinue purchases at any time that management determines additional purchases are not warranted.

Item 5. Other Information

None.

Item 6. Exhibits

See the Exhibit Index immediately following the signature page of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

VANTIV, INC.

Dated:	July 28, 2016	By:	/s/ STEPHANIE L. FERRIS
			Name: Stephanie L. Ferris
			Title: Chief Financial Officer
Dated:	July 28, 2016	By:	/s/ CHRISTOPHER THOMPSON
			Name: Christopher Thompson
			Title: SVP, Controller and Chief Accounting Officer

EXHIBIT INDEX

Exhibit Number	Exhibit Description
10.1†	Clearing, Settlement and Sponsorship Services Agreement, dated July 27, 2016, by and between Vantiv, LLC and Fifth Third Bank
10.2†	Master Services Agreement, dated as of July 27, 2016, by and between Fifth Third Bank and Vantiv, LLC
10.3	Tax Receivable Purchase Addendum, dated as of July 27, 2016, by and between Vantiv, Inc. and Fifth Third Bank
31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	Interactive Data Files.

† Confidential treatment requested as to certain portions by the SEC.

Exhibit 10.1

CONFIDENTIAL TREATMENT REQUESTED

INFORMATION FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED IS OMITTED AND NOTED WITH "*". AN UNREDACTED VERSION OF THIS DOCUMENT WILL ALSO BE PROVIDED TO THE SECURITIES AND EXCHANGE COMMISSION.**

CLEARING, SETTLEMENT AND SPONSORSHIP SERVICES AGREEMENT

THIS CLEARING, SETTLEMENT AND SPONSORSHIP SERVICES AGREEMENT (this "Agreement") is made effective as of the 27th day of July, 2016 (the "Effective Date"), by and between Vantiv, LLC, a Delaware limited liability company ("Company"), and Fifth Third Bank, an Ohio banking corporation ("Bank").

WHEREAS, Bank and Company entered into a Clearing, Settlement and Sponsorship Services Agreement dated June 30, 2009 (the "Existing Agreement"); and

WHEREAS, Bank and Company intend for the Existing Agreement to terminate immediately upon the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, Company and Bank hereby agree as follows:

ARTICLE I

SERVICES

Section 1.1 Definitions.

Except as otherwise provided herein, capitalized terms used in this Agreement shall have the meanings set forth below.

(a) Applicable Law shall mean all laws (including common law), codes, statutes, ordinances, treaties, rules, regulations, published standards, permits, judgments, writs, written consents, written opinions, written interpretations, written approvals, written authorizations, injunctions, written rulings or orders, official directives or decrees, administrative guidance or other regulatory bulletins or guidance, regulatory examinations or orders (whether written or oral), decrees and orders, in each case of or by any Regulator and reasonably related to compliance with applicable law, as the same may be updated from time to time.

(b) Bank Indemnified Party shall have the meaning given to such term in Section 10.1 of this Agreement.

(c) Bank Services shall have the meaning given to such term in Section 1.3(a) of this Agreement.

(d) BIN means Bank Identification Number and is an identification number, code or other identifier assigned to or for use by Bank by any Card Association.

(e) Business Day means any day on which Company is open for business, other than Saturdays, Sundays, or state or federal holidays.

(f) Card Association shall mean Visa U.S.A., Inc. and its affiliates ("Visa") and MasterCard International Incorporated and its affiliates ("MasterCard") and any other payment network or association, including any EFT or ATM network or association, of which Bank is an authorized member as of the Effective Date, as set forth on Schedule 1.1(f) to this Agreement, and such other network or association of which Bank may become an authorized member or participant after the Effective Date.

(g) Card Association Confidential Information shall have the meaning given to such term in Section 7.3(g)(i) of this Agreement.

(h) Card Association Fees shall have the meaning given to such term in Section 6.1 of this Agreement.

(i) Card Association Marks shall have the meaning given to such term in Section 7.3(d) of this Agreement.

(j) Card Association Rules shall mean the by-laws, operating regulations, rules, release documents, product and service specifications, and any other requirements of the respective Card Associations, as the same may be updated from time to time.

(k) Card Association Systems shall have the meaning given to such term in Section 7.3(g)(i) of this Agreement.

(l) Change in Control shall mean any of the following:

(i) if any "person" or "group", as those terms are used in Sections 12(d) and 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), acquires in a transaction or series of related transactions, directly or indirectly, securities of the Company representing thirty-percent (30%) or more of the combined voting power of the Company's then outstanding securities;

(ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the board of directors of the Company (the "Board") and any new directors whose election by the Board or nomination for election by the Company's stockholders was approved by at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election was previously so approved, cease for any reason to constitute a majority thereof;

(iii) entering into an agreement for the sale or disposition by the Company of all or substantially all the Company's assets;

(iv) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company; or

(v) any other corporate organic event similar to the foregoing is entered by the Company or with respect to the Company.

(m) Clearing Account shall have the meaning given to such term in Section 3.2(b) of this Agreement.

(n) Company Account shall have the meaning given to such term in Section 3.3 of this Agreement.

(o) Company Acquisition shall have the meaning given to such term in Section 4.4(c) of this Agreement.

(p) Company Credit Default shall have the meaning given to such term in Section 3.4 of this Agreement.

(q) Company Indemnified Party shall have the meaning given to such term in Section 10.3 of this Agreement.

(r) Company Services shall have the meaning given to such term in Section 1.2(a) of this Agreement.

(s) Compensation Amount shall have the meaning given to such term in Section 2.1(a) of this Agreement.

(t) Confidential Information shall include, without limitation, any information provided in the course of performing under this Agreement, in whatever form (whether tangible, intangible, electronic, oral or otherwise), the terms and/or existence of this Agreement, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, customer information, product and business plans, projections, marketing data, trade secrets; specifications; programs; instructions; object code; intellectual property rights; technical know-how; methods and procedures for operation; benchmark test results; information about employees; marketing strategies; services; customer names; business or technical plans and proposals (in any form); and any other information which is or should reasonably be understood to be confidential or proprietary to Bank or Company, as applicable. Confidential Information shall also include Nonpublic Personal Information.

(u) Declination Right means Bank's right, pursuant to Section 4.4, to require Company to transition the applicable Sponsored Volume originating from a Third-Party Agent or Company Acquisition to another provider of services similar to the Bank Services within (i) *** calendar years after Bank's receipt of Company's notice provided pursuant to Sections 4.4(b)(i) or 4.4(d)(i), as applicable, if such notice was provided on or before July 1, 2017 or (ii) *** calendar months after Bank's receipt of Company's notice provided pursuant to Sections 4.4(b)(i) or 4.4(d)(i), as applicable, if such notice was provided after July 1, 2017.

(v) Diligence Information means reasonably detailed information regarding a Third-Party Agent portfolio, that may include such items as portfolio composition, history of financial performance, history of actions by Regulators or Card Associations with portfolio constituents, information about material changes affecting the portfolio during the prior twenty four (24) months, and any other information, materials, or report(s) reasonably requested by Bank.

(w) Event of Default shall have the meaning given to such term in Section 9.3 of this Agreement.

(x) Excluded Merchant shall have the meaning given to such term in Schedule 2.1 of this Agreement.

(y) Existing Bank Transaction Agreements shall have the meaning given to such term in Section 8.4(c) of this Agreement.

(z) Form Approved Sponsored Agreements shall have the meaning given to such term in Section 1.2(b) of this Agreement.

(aa) ICA means the unique issuer identification number assigned by MasterCard to Bank.

(bb) Indemnified Party shall have the meaning given to such term in Section 10.4 of this Agreement.

(cc) Indemnifying Party shall mean the party indemnifying the Indemnified Party.

(dd) Interchange shall mean the fees set by the Card Associations and paid by merchants to compensate issuers.

(ee) ISO shall mean an independent service or sales organization.

(ff) Losses shall have the meaning given to such term in Section 10.1 of this Agreement.

(gg) MasterCard Service Provider shall mean an ISO, third party processor, data storage entity, Payment Facilitator, digital wallet operator, digital activity service provider or service provider registration facilitator that is registered as a Service Provider under the MasterCard Rules.

(hh) New National Merchant shall mean a retailer that (i) first becomes a Company customer receiving Company Services during the Term, and (ii) is reasonably expected to have annual Sponsored Volume within the United States during the first *** months following its entry into a Sponsored Agreement with Company in excess of $***.

(ii) Nonpublic Personal Information shall have the meaning given to such term in 15 U.S.C. Section 6801, et seq. and its implementing regulations, and may include all information regarding either party's customers, such as names, addresses, telephone numbers, account numbers, customer lists, data and other information.

(jj) Payment Facilitator means a Person that enters into a merchant acceptance agreement with Company pursuant to which such Person re-provides Transaction processing services to, and receives settlement of Transaction proceeds on behalf of, a sponsored merchant or submerchant.

(kk) Payment Transaction Volume means Sponsored Volume and any transaction volume that would be Sponsored Volume if it were processed pursuant to this Agreement.

(ll) PCI Requirements shall mean the Payment Card Industry Data Security Standard ("PCI DSS"), the Payment Application Data Security Standard ("PA DSS"), and any other standard or requirement promulgated by the Payment Card Industry Security Standards Council ("PCI SSC"), or any successor to the PCI SSC, applicable by its terms or pursuant to Card Association Rules to the Company or the Company Services.

(mm) Person shall mean any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust or unincorporated organization.

(nn) Post-Transfer Volume shall have the meaning given to such term in Section 8.4(b) of this Agreement.

(oo) Pre-Transfer Volume shall have the meaning given to such term in Section 8.4(b) of this Agreement.

(pp) Regulator shall mean any federal, state or local government, any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government regardless of form, including any agency, bureau, court, tribunal, arbitrator (public or private) or other instrumentality.

(qq) Report shall have the meaning given to such term in Section 4.1 of this Agreement.

(rr) Reserve Account shall have the meaning given to such term in Section 3.4 of this Agreement.

(ss) Settlement Account shall have the meaning given to such term in Section 3.2(a) of this Agreement.

(tt) Sound Credit Standard Adjustments shall mean adjustments by Bank to the Sponsorship Criteria in effect at any given time which will counteract any material increase in risk to Bank in the total portfolio of Sponsored Entities and/or Sponsored Volume and is reasonably likely to have the intended effect.

(uu) Sponsored Acquiring Volume shall mean the aggregate dollar value of all Transactions acquired by Company from any Sponsored Entity for which Company provides Company Services for such Transactions using a BIN or ICA provided to or on behalf of Bank by any Card Associations.

(vv) Sponsored Agreement shall have the meaning given to such term in Section 1.2(c) of this Agreement.

(ww) Sponsored Entity shall mean any merchant, ATM operator, financial institution or other Person that enters into a Sponsored Agreement to utilize Bank Services.

(xx) Sponsored Entity Addenda shall have the meaning given to such term in Section 1.2(c) of this Agreement.

(yy) Sponsored Issuing Volume shall mean the aggregate dollar value of all Transactions for which Bank, on behalf of Company and/or any Sponsored Entity, is the principal member, principal customer, or otherwise has any responsibility or liability to any Card Association.

(zz) Sponsored Volume shall mean the aggregate of all Sponsored Acquiring Volume and all Sponsored Issuing Volume.

(aaa) Sponsored Year shall mean the calendar year during which Bank provided the Bank Services to Company. In the event that Bank provided Company with the Bank Services for a portion of the calendar year, the portion of that calendar year shall constitute the Sponsored Year.

(bbb) Sponsorship Criteria shall have the meaning given to such term in Section 1.2(d) of this Agreement.

(ccc) Sponsorship Fee shall have the meaning given to such term in Schedule 2.1 to this Agreement.

(ddd) Subcontractor shall mean an agent, contractor or vendor of Company engaged in the provision of all or a part of the Company Services.

(eee) Term shall have the meaning given to such term in Section 9.1 of this Agreement.

(fff) Third-Party Agent shall mean an ISO, Payment Facilitator or other third party service providers or agents.

(ggg) Total Volume shall mean (i) the aggregate dollar value of all Transactions for which Company (or, for purposes of this definition, any Person (except as set forth below) in which the Company owns *** percent (***%) or more of the outstanding equity capital or *** percent (***%) ownership interest (an "Affiliated Person")) provides electronic funds transfer, issuer debit or credit, merchant transaction processing, payment authorization, certain data processing, clearing, settlement or sponsorship services, including debit card or ATM processing support, network switching services and related services on its own account and through the use of third parties ("Transaction Services") less (ii) the aggregate dollar value of (A) all Transactions which were not processed by Company pursuant to this Agreement as a result of Bank's exercise of it rights under Section 1.2(e) hereof or the exercise of Bank's Declination Rights pursuant to Section 4.4 hereof, (B) all Transactions of Persons processed by Company for another bank (1) resulting from such bank's referral of the Person to Company for such Company processing services pursuant to a written referral agreement between Company and the referring bank, and (2) to which bank Company is contractually obligated to pay fees with regard to such referred Persons pursuant to such written referral agreement, (C) all Transactions processed by Company for a bank (other than Bank) where such bank is the issuing principal member for such Transactions, issuing principal customer for such Transactions or otherwise has the responsibility or liability to a Card Association as the issuer for such Transactions, (D) all Transactions processed by Company for which Bank is prohibited from providing Bank Services for such Transactions as a result of Applicable Law or Card Association Rules as of the date hereof (including, for the avoidance of doubt, any Transactions for which an Affiliated Person provides Transaction Services which Bank is prohibited from sponsoring as a result of such Affiliated Person or Transaction involving activities outside the United States) and (E) all Transactions processed by Company for Excluded Merchants. For the avoidance of doubt, Total Volume shall include Sponsored Volume.

(hhh) Transaction means any function or action supported by Company and attempted by cardholders or others at an ATM, a point-of-sale device, through the internet, or via mail, telephone, or other customer-present or customer-absent transaction channel, or other device when supported directly or indirectly by Company.

(iii) Transferred Sponsored Agreements shall have the meaning given to such term in Section 8.4(b) of this Agreement.

(jjj) Treasury Management Agreement shall mean that certain Treasury Management Agreement dated June 30, 2009, as amended from time to time prior to the date hereof, and any successor agreement by and between Bank and Company.

(kkk) Visa Third-Party Agent shall mean an entity that provides payment-related services, directly or indirectly, to a Visa member and/or stores, transmits or processes Visa cardholder data.

Section 1.2 Company Services and Standards.

(a) Company will use Bank Services in order to provide certain electronic funds transfer, issuer debit and credit, and merchant transaction processing, payment authorization, certain data processing, clearing, settlement and sponsorship services, including debit card and ATM processing support, network switching services and related services on its own account and through the use of third parties to Sponsored Entities (such services utilizing the Bank Services referred to herein collectively as the "Company Services").

(b) The standard forms of the Sponsored Agreements in use as of the Effective Date and provided to Bank shall continue to be deemed approved by Bank (the "Form Approved Sponsored Agreement"); provided, however, that Bank and Company shall negotiate in good faith and reach an agreement on certain changes in the Form Approved Sponsored Agreements requested by Bank during the thirty (30) day period following the date hereof. From and after the date hereof, the Form Approved Sponsored Agreement may be revised as follows:

(i) in the event that the Bank or Company reasonably determines such changes are required by the requirements of the Card Association Rules or Applicable Law, promptly after the Bank or Company, as applicable, provides the other party with such changes;

(ii) with the written agreement by the parties; or

(iii) by Company in the ordinary course of its business, *provided* that any revisions made by Company to the following provisions shall require the prior written consent of Bank (which written consent shall not be unreasonably withheld, conditioned or delayed): (1) any changes to the obligations of the third party regarding data security that could reasonably be construed as adverse or reducing such party's data security obligations, (2) changes that adversely vary the obligation of the third party to comply with the Card Association Rules, (3) changes that adversely impact the ability of Bank to terminate the Sponsored Agreement, (4) adverse changes to those provisions of the Sponsored Agreement which prohibit the third party from filing suits against Bank, or (5) changes increasing or otherwise adversely affecting Bank's risk or potential liability, including changes to Bank's indemnification rights or obligations, limitations on Bank's liability, or changes to assignment rights and obligations.

Once any changes to the Form Approved Sponsored Agreement are implemented in accordance with the foregoing, such revised Form Approved Sponsored Agreement shall be deemed to be a Form Approved Sponsored Agreement hereunder and shall supersede the prior version of the same. Company will ensure that the Form Approved Sponsored Agreement conforms to the requirements of the Card Association Rules and Applicable Law.

(c) From time to time after the date hereof, Company will enter into new agreements with third parties that incorporate and/or will utilize the Bank Services. In entering into such agreements, Company shall utilize the then-current version of the Form Approved Sponsored Agreement; *provided*, *however*, that Company may modify, or agree to modifications requested by such third parties in the ordinary course of business; *provided*, *further*, that any modifications or changes shall conform to the Sponsorship Criteria and any modifications or changes to the following provisions shall require the prior written consent of Bank (which written consent shall not be unreasonably withheld, conditioned or delayed): (1) any changes to the obligations of the third party regarding data security that could reasonably be construed as adverse or reducing such party's data security obligations, (2) changes that adversely vary the obligation of the third party to comply with the Card Association Rules, (3) changes that adversely impact the ability of Bank to terminate the Sponsored Agreement, (4) adverse changes to those provisions of the Sponsored Agreement which prohibit the third party from filing suits against Bank, or (5) changes increasing or otherwise adversely affecting Bank's risk or potential liability, including changes to Bank's indemnification rights or obligations, limitations on Bank's liability, or changes to assignment rights and obligations. All agreements entered into by Company in accordance with this Section 1.2(c) are hereinafter referred to as "Sponsored Agreements". Company will facilitate, administer and maintain records of all Sponsored Agreements, including as necessary for Company or Bank to comply with Applicable Law and the Card Association Rules. In addition, Company will use commercially reasonable efforts to ensure other appropriate terms and conditions are contained in Sponsored Agreements. Notwithstanding the foregoing, Bank acknowledges that Company may enter into addenda and other agreements with Sponsored Entities which are styled as amendments to Sponsored Agreements but which involve the agreement of the Sponsored Entity to utilize services provided by Company which do not utilize Bank Services ("Sponsored Entity Addenda"). Sponsored Entity Addenda shall not be subject to the review or prior approval by Bank, and Company shall be permitted to enter into Sponsored Entity Addenda so long as (1) such Sponsored Entity Addenda do not amend the actual terms of the Sponsored Agreement with regard to Bank Services, (2) such Sponsored Entity Addenda and the services provided thereunder are in compliance with the requirements of the Card Associations Rules and Applicable Law, and (3) such Sponsored Entity Addenda make clear that Bank has no responsibility or liability related to the products or services contemplated therein.

(d) Company and Bank agree that the criteria in place as of the date hereof will be utilized and followed by Company to enroll new Sponsored Entities for the Bank Services after the Effective Date and until such criteria are

replaced in accordance with the following sentence. During the *** day period following the date hereof, Company and Bank shall negotiate in good faith and reach an agreement on revised criteria (the criteria in effect at any time, the "Sponsorship Criteria"). The Sponsorship Criteria may be updated from time to time by Bank upon written notice to Company as reasonably required by Bank (i) to comply with the requirements of the Card Association Rules and/or Applicable Law and/or (ii) to make Sound Credit Standard Adjustments (subject to Section 1.2(e), below). The Sponsorship Criteria will be utilized and followed by Company to enroll new Sponsored Entities for the Bank Services after the Effective Date. Bank shall have the right to periodically review Sponsored Entities for continued compliance with the Sponsorship Criteria. Company may supplement the Sponsorship Criteria from time to time after the Effective Date by providing written notice to Bank; provided, however, that (i) no such supplements, when considered together with all prior supplements added by Company, shall increase Bank's risk in providing Bank Services hereunder without Bank's prior written consent, and (ii) Company shall make no changes to the Sponsorship Criteria without Bank's prior written consent. In the event that Company requests a waiver in writing of the Sponsorship Criteria with regard to a potential new Sponsored Entity, Bank shall use commercially reasonably efforts to either grant or deny such waiver within *** Business Days.

(e) In the event that Bank desires to make Sound Credit Standard Adjustments, the parties agree as follows:

(i) Bank shall provide Company *** Business Days prior written notice of the revised Sponsorship Criteria and the parties shall consult with regard to such revisions and the implementation thereof in good faith;

(ii) Following such *** Business Day consultation period, the revised Sponsorship Criteria shall be effective and Company shall utilize such revised Sponsorship Criteria in enrolling new Sponsored Entities; and

(iii) Company shall utilize reasonable commercial efforts to move any Sponsored Entities that are not in compliance with the revised Sponsorship Criteria to an alternative provider of sponsorship, and Company shall not renew or extend the term of any Sponsored Agreement with any such Sponsored Entity; *provided*, *however*, that, subject to Section 1.2(j), Company shall not be obligated to terminate any contract with any Sponsored Entity for the duration of the then-current term of the Sponsored Agreement and Bank shall continue to provide Bank Services for such Sponsored Entity for the remainder of the then-current term of such Sponsored Agreement.

(f) Company agrees that Company will only enter into new agreements utilizing the Bank Services with financial institutions, merchants or other organizations that meet or exceed the Sponsorship Criteria. Company shall be responsible for conducting and complying with (i) the requirements of the Card Association Rules and Applicable Law, in each case as applicable to Company generally and as applicable to Bank with respect to the Company Services that Company is providing on behalf of Bank, including but not limited to requirements related to screening, due diligence and customer identification or know your customer, including but not limited to the Bank Secrecy Act of 1970 (including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001) and regulations and guidance promulgated or issued by the Office of Foreign Assets Control and (ii) any other policies and procedures which are agreed to in writing by Company and Bank. Company shall also monitor Sponsored Entities pursuant to the requirements of the Card Association Rules and relevant Applicable Law for ongoing compliance with the requirements of the Card Association Rules and relevant Applicable Law, including but not limited to any money laundering, terrorist financing and bank secrecy requirements. Company further agrees to satisfy the compliance requirements set forth in Schedule 1.2(f) hereof. Company shall retain accurate records of its, and where applicable, the Sponsored Entities' compliance with the Card Association Rules, Applicable Law, and the compliance requirements set forth in Schedule 1.2(f). Such records shall be made available for and shall be subject to Bank's review pursuant to Section 5.1 of this Agreement.

(g) Company shall be responsible for all obligations and liabilities arising out of its provision of Company Services except as may otherwise be provided in this Agreement.

(h) Company will direct, manage, conduct and administer the Company Services (with the assistance contemplated hereunder of Bank with respect to its provision of the Bank Services).

(i) Company will provide Bank with prompt notice of any proceedings naming Bank as a party or that could materially affect the performance by Company of its obligations hereunder. Company will not bring suit in Bank's name without the prior written consent of Bank.

(j) Subject to Section 1.2(e), Company shall promptly terminate any Sponsored Agreement in the event that the Sponsored Entity party to such Sponsored Agreement fails to meet the Sponsorship Criteria.

Section 1.3 Bank Clearing, Settlement and Sponsorship Services. Pursuant to the terms of this Agreement:

(a) Bank shall provide the following services in accordance with, and subject to, this Agreement (the "Bank Services"):

(i) Bank shall make available to the Company BINs and ICAs for the purpose of providing Company Services;

(ii) Bank shall act as sponsor in accordance with the Card Association Rules for Transactions for which Company provides Company Services using a BIN or ICA provided by Bank;

(iii) For Sponsored Entities which are not principal members, principal customers or similar designations of the Card Associations, Bank shall be the principal member, principal customer or other similar designation for such Sponsored Entities under the Card Association Rules for Transactions utilizing Company Services;

(iv) Bank shall clear and settle Transactions through the Card Associations; and

(v) Bank will use commercially reasonable efforts in cooperating with Company in the settlement of all transaction amounts, chargeback and retrieval proceedings, compliance and other Card Association actions involving Company, the Sponsored Agreements and/or the Bank Services, including but not limited to performing any transactions with Card Associations in the event Company is not authorized to perform such transactions on its own account or if it is not commercially practical for Company to perform such transactions; provided that, in no event shall Bank be obligated to assume or pay any unfunded liabilities of Company and/or Sponsored Entities.

(b) As provided in Section 6.1 hereof and subject to the limitations therein, Company shall be responsible for and pay (i) any reasonable out-of-pocket costs of Bank in obtaining or maintaining BINs and ICAs as required hereby and (ii) any amounts paid or payable to Card Associations by Bank or Company, including any assessments, fees, fines or penalties, related to the Bank Services; *provided*, that, to the extent any such amounts are attributable to the gross negligence or willful misconduct of Bank, Bank shall bear such amounts. Company and Bank acknowledge and agree that the BINs and ICAs to be made available to Company hereunder may only be utilized with respect to and for the purposes contemplated in this Agreement and Company's Sponsored Agreements. Upon termination of this Agreement, Bank will transfer the BINs and ICAs used by Company under the terms of this Agreement to the successor sponsor bank to be used by Company, subject to any restrictions as may be imposed by any Card Association, and Company shall pay Bank's reasonable costs for the transfer of the BINs and ICAs. Bank and Company shall, prior to termination of this Agreement, agree to the amount of reserve to be held by Bank to satisfy the trailing liabilities of Company.

(c) Bank will remain a member of the Card Associations throughout the Term; provided that Bank will not be in breach of this commitment if Bank's failure to remain a member is attributable to any action or inaction, whether direct or indirect, of Company.

(d) Each of Bank and Company will designate a liaison of an appropriate level of seniority to interface with the other party and provide reasonable cooperation and assistance to the other party to accomplish the purposes of this Agreement.

(e) Except to the extent otherwise agreed by and between Company and Bank, Company shall be responsible for all chargebacks and losses related to the Bank Services, each Sponsored Entity, and each Transaction for which the Bank Services are provided by Bank, except to the extent that such chargebacks and/or losses are caused by the gross negligence or willful misconduct of Bank.

(f) Bank shall have the right to require Company's termination of a particular Sponsored Agreement in the following circumstances:

(i) to the extent termination is required as a result of a violation of the then current requirements of the Card Association Rules or Applicable Law or in the event of actual fraud by the Sponsored Entity;

(ii) if required by a Card Association, provided that in such case Bank may only require Company to terminate the Sponsored Agreement with respect to the Card Association so requiring;

(iii) due to the requirements or demands of any Regulator or if failure to do so would cause Bank to violate the requirements of Applicable Law or expose Bank to any assessments, fees, fines or penalties from any Regulator; or

(iv) subject to Section 1.2(e) hereof, such Sponsored Entity fails to comply with or satisfy the Sponsorship Criteria in effect at such time.

Bank will notify Company of its desire for Company to terminate a Sponsored Agreement together with a reasonably detailed explanation for such desire, and will work with Company to identify approaches to mitigate risk factors (such as initiating or increasing Sponsored Entity reserves) or transfer the Bank Services to an alternative provider prior to requiring Company to terminate the Sponsored Agreement; *provided that*, if Bank elects to require Company to terminate a Sponsored Agreement, in no event will such termination occur later than *** days after Company's receipt of notice of Bank's election, or such shorter period as is reasonably necessary for Bank to comply with Applicable Law or the Card Association Rules.

Upon notice to Company, Bank may place holds on funds due or to become due to a Sponsored Entity based on Bank's good faith evaluation of the credit risk of the Sponsored Entity to the extent reasonable under the circumstances.

(g) Bank agrees not to exercise its termination rights under any Sponsored Agreement in a manner inconsistent with this Agreement.

(h) Bank agrees to cooperate with Company on a timely basis in the preparation, administration and/or signing of Sponsored Agreements that conform to the requirements of this Agreement and the Card Association Rules. Bank hereby authorizes Company to execute Sponsored Agreements that conform to the requirements of this Agreement and the Card Association Rules and Applicable Law on its behalf and for its benefit.

(i) Bank will provide Company with prompt notice of any proceedings naming Company as a party or that could materially affect the performance by Bank of its obligations hereunder. Bank will not bring suit in Company's name without the prior written consent of Company.

(j) Company may request that Bank become a member of or provide Company access to any card network for which Bank is not already a member or participant as of the date of request. In the event Company requests that Bank become a member of or provide Company access to a card network for which Bank is not already a member or participant, Company shall be responsible for Bank's reasonable out of pocket costs associated with Bank's actions taken in response to such request.

(k) To the extent Company requires security or reserves from a Sponsored Entity, Company shall use commercially reasonable efforts to have any funds in the nature of security or reserves for such Sponsored Entity and in respect of the Sponsored Agreement and the Sponsorship Criteria to be placed upon deposit with Bank.

Section 1.4 Compliance with Applicable Law and Card Association Rules. During the Term of this Agreement, Bank and Company agree to perform their respective obligations hereunder in compliance with the requirements of the Card Association Rules and Applicable Law, as each may be updated from time to time.

ARTICLE II

COMPENSATION AMOUNT

Section 2.1 Compensation Amount; Reporting.

(a) Company agrees to pay Bank all amounts payable by Company to Bank pursuant to the applicable provisions of Schedule 2.1 (the "Compensation Amount") for the duration of the Term. The Compensation Amount shall be calculated by Company and paid to Bank monthly in arrears for each month of the Term, with payment of the Compensation Amount for each month becoming due and payable *** days after the end of such month. In addition to Company's obligation set forth in the immediately preceding sentence, Company shall provide to Bank a reasonably calculated estimate of the Compensation Amount for each month no later than the *** Business Day after the conclusion of such month. The Company agrees to provide any available data or reporting that would be useful in estimating the final compensation amount prior to such *** business day. The Compensation Amount shall not include fees, charges or assessments imposed on Bank by third-party providers and passed on to Company, including any Card Association Fees owed hereunder.

(b) Concurrently with Company's monthly payment to Bank of the Compensation Amount, Company shall provide to Bank a written report signed by a duly authorized employee of Company attesting to the Sponsored Volume and Total Volume, respectively, for the prior month to which the payment relates.

Section 2.2 Taxes. Each of Company and Bank shall be responsible for its own respective (i) personal property taxes on property it uses, regardless of whether such property is owned or leased, (ii) franchise and privilege taxes on its business, (iii) taxes based on its net income or gross receipts, and (iv) taxes based on the employment or wages of its employees, including FICA, Medicare, unemployment, worker's compensation and other similar taxes. In addition, Bank shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties payable by Bank on the goods or services used or consumed by Bank in providing the Bank Services where the tax is imposed on Bank's acquisition or use of such goods or services and the amount of tax is measured by Bank's costs in acquiring such goods or services. Company shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes or duties payable by Company on goods or services used or consumed in providing the Company Services where the tax is imposed on Company's acquisition or use of goods or services and the amount of tax is measured by Company's costs in acquiring such goods or services.

ARTICLE III

CLEARING SETTLEMENT & COMPANY ACCOUNTS

Section 3.1 Treasury Management Services. Company and Bank acknowledge and agree that any deposit, payment or other treasury management services with respect to any accounts of Company held at Bank (including without limitation those for wire, ACH or other electronic funds transfers, or other payment or deposit services and for transactions initiated by Company from or to the Clearing Account, Settlement Account, Company Account or Reserve Account) shall be governed by the terms of the Treasury Management Agreement.

Section 3.1 Settlement and Clearing Accounts.

(a) **Settlement Account.** Bank or Company will maintain an account or accounts to receive settlement from and pay settlement to Card Associations related to all applicable Sponsored Entities (collectively, the "Settlement Account"). As part of Bank's consideration for the Compensation Amount paid to Bank herein, Bank will receive and settle transactions through the interchange process of the Card Associations in accordance with the terms of this Agreement. Company, on behalf of Bank, will provide for payment and transfer of funds from the Settlement Account in accordance with Card Association Rules, and Company will direct Bank on such funds transfers with respect to Sponsored Entities. Company shall be responsible for any instructions provided by it or its agents to Bank, and Company shall be responsible for any shortfall in the Settlement Account, which Company agrees to fund within ***.

(b) **Clearing Account.** Company will maintain an account or accounts to process the clearing data to make monetary entries to its general ledger systems, to update Company and Settlement Accounts, and to make entries to merchant and issuer accounts related to Sponsored Entities (collectively the "Clearing Account"). Company shall be responsible for any instructions provided by it or its agents to Bank.

(c) **Account Maintenance**. Company and Bank have agreed to the process with regard to the maintenance of the Settlement Account, Clearing Account, Company Account and certain other accounts related to the relationship between Bank and Company.

Section 3.3 **Company Account**. Company will maintain an operating account with Bank (the "Company Account") for the purpose of receiving discount rates, fees and other amounts due Company pursuant to the Sponsored Agreements. Bank shall transfer such amounts to the Company Account from the Settlement Account at the times mutually agreed upon but no less than monthly. Company will use its commercially reasonable efforts to maintain a positive balance in the Company Account at all times. To the extent Company owes Bank any fees or other amounts under this Agreement, Bank may satisfy such obligations by debiting either the Company Account or withholding funds that otherwise would be transferred to the Company Account.

Section 3.4 **Reserve Account**. In the event that (a) Company breaches its financial commitments under this Agreement or (b) Company is in default with regard to any payment or other covenant or obligation under any credit agreement or indenture representing a secured debt obligation of Company (excluding capital leases) or an unsecured debt obligation of Company with a principal amount in excess of $*** (any such default, a "Company Credit Default") and such Company Credit Default is not cured or waived within *** days, then, Bank may require a reserve account (the "Reserve Account") to be established by Company with Bank to secure the obligations of Company to Bank hereunder in such amount or amounts reasonably determined by Bank based on a reasonable assessment by Bank of Company's past processing volume and chargebacks or if required by any Card Association or Regulator or rule issued by either of the same, plus any anticipated Card Association liabilities for which Company is responsible, including any liabilities incurred as a result of any Sponsored Entity. The Reserve Account may not be funded by amounts from the Settlement Account, but may be funded by amounts in the Company Account or from Company directly. In the event a Reserve Account is established (except for any Reserve Account established upon expiration or termination of this Agreement) and thereafter Company has cured any Company Credit Default and otherwise is in compliance with its financial covenants for a full fiscal quarter, then Bank shall refund any amounts in such Reserve Account. Upon expiration or termination of this Agreement, Company shall fund the Reserve Account with an amount reasonably requested by Bank to deal with chargebacks and trailing activity, and Bank shall (x) refund portions of such amount reasonably as such trailing activity is settled and (y) refund the full amount of the Reserve Account upon transfer of the BINs and ICAs to a successor sponsor bank, less any amounts then-owed by Company to Bank.

Section 3.5 **Security Interest**. In order to secure the obligations of Company to Bank under this Agreement, in the event that Company is required to establish a Reserve Account pursuant to Section 3.4 hereof, then Company will grant Bank a lien and security interest in all of its right, title and interest in the following assets: (a) the Company Account and all sums held in, or that are or become due to, the Company Account, the Reserve Account and any other accounts of Company with Bank or its affiliates; (b) the Sponsored Agreements and any amounts due or to become due to Company or any rights of Company to receive compensation and fees pursuant to the Sponsored Agreements; (c) the BINs and ICAs related to the Sponsored Agreements; and (d) all books, records and proceeds related to the foregoing. Company hereby agrees to execute at the time a security interest is created, and hereby agrees and authorizes Bank to execute and file (at Company's expense) at the time a security interest is created, any documents to create, perfect, maintain and enforce such security interest, including the filing of UCC financing statements. Bank shall release, and hereby authorizes Company to execute and file a termination statement so releasing, any security interest granted hereunder promptly after refunding the full amount of the Reserve Account pursuant to Section 3.4 hereof. Upon expiration or termination of this Agreement, Bank shall promptly release, and hereby authorizes Company to execute and file a termination statement so releasing, its security interest in any of the foregoing assets, other than the Reserve Account, following the funding of the Reserve Account in the amount reasonably requested by Bank in accordance with the last sentence of Section 3.4 of this Agreement. Company is not restricted or prohibited from granting liens in the foregoing collateral, provided that they are subordinate to those of Bank. Notwithstanding the foregoing, the Bank acknowledges that all existing liens related to the Company's existing credit facility as the same may be amended, restated, amended and restated, supplemented, modified, refinanced and/or replaced from time to time, with the same and/or different lenders, are permitted liens and the existence of such liens shall not be deemed in any way to constitute a breach of this Agreement. In the event that Company (x) desires to (i) sell a portion of its Sponsored Agreements or (ii) transfer a portion of its Sponsored Agreements to another BIN or ICA held by a party other than Bank, and (y) is in compliance with its financial and other material non-financial commitments under this Agreement and has cured any Company Credit Default for a full fiscal quarter following a breach hereof or such Company Credit Default, then Company may request, and Bank shall promptly grant, a release of any security interest with respect to such Sponsored Agreements and the books and records relating thereto.

Section 3.6 **Settlement Risk**. Bank shall not be responsible for the systemic risk of loss associated with a Card Association or the failure of a Card Association to effect settlement of transactions or to perform its obligations hereunder in the event of such failure; provided that this Section 3.6 shall not relieve Bank of its obligations in the settlement process once the funds or information is received from the Card Association.

ARTICLE IV

REPORTS AND RECORDS; BUSINESS CONTINUITY;

CERTAIN CONSENT RIGHTS

Section 4.1 **Reports**. Bank agrees to designate a Company representative as Bank's designee to receive all communications, reporting or other information relating to Company, Company Services, Sponsored Entities and/or Sponsored Agreements from the Card Associations. Company will make available copies of such information at Bank's reasonable request. To the extent Company or Bank receives any material report or communication related to this Agreement (each a "Report"), including those from Card Associations, Sponsored Entities or Regulators, and which Reports are not otherwise received by the other party, the party receiving the Report will, if not prohibited by Applicable Law, promptly provide a copy of such Report to the other party. Each of Bank and Company will provide notice of, and will allow the other party to participate in, any material discussions or negotiations with any Card Association relating to any content contained in a Report. The form and format of any other routine report utilized as periodic communication between Bank and Company will be as mutually agreed by Bank and Company. Bank and Company may mutually agree to generate and receive other reports relating to their respective obligations under this Agreement.

Section 4.2 **Records**. At all times and at Company's expense, Company will maintain accurate and complete business records relating to its Sponsored Entities and Sponsored Agreements in accordance with Applicable Law and the Card Association Rules, including records demonstrating Company's compliance with its obligations under this Agreement.

Section 4.3 *******.

Section 4.4 **Certain Notice and Consent Rights of Bank**.

(a) In the event that (x) Company desires to, or enters into, new arrangements with a Third-Party Agent, (y) Company desires to have Bank provide Bank Services to the then-existing portfolio of such Third-Party Agent and (z) the Payment Transaction Volume of such then-existing portfolio was greater than *** ($***) but less than *** Dollars ($***) in the *** month period prior to the effective date of such arrangement:

(i) Company shall provide Bank with *** Business Days prior written notice of its intent to commence conversion activities with regard to the then-existing portfolio of such Third-Party Agent together with Diligence Information for such portfolio;

(ii) Company shall cause such Third-Party Agent to terminate the contract of, or otherwise provide for the alternate sponsorship of, any Person which does not comply with the Sponsorship Criteria;

(iii) Company and Bank shall use commercially reasonable efforts to take such actions so that Bank is providing Bank Services to such then-existing portfolio as soon as practicable after the *** Business Day period set forth in Section 4.4(a)(i) above.

(b) In the event that (x) Company desires to, or enters into, new arrangements with a Third-Party Agent, (y) Company desires to have Bank provide Bank Services to the then-existing portfolio of such Third-Party Agent and (z) the Payment Transaction Volume of such then-existing portfolio was equal to or greater than *** Dollars ($***) in the *** month period prior to the effective date of such arrangement:

(i) Company shall provide Bank with *** Business Days' prior written notice of its intent to commence conversion activities with regard to the then-existing portfolio of such Third-Party Agent together with Diligence Information for such portfolio;

(ii) During the *** Business Day period set forth in Section 4.4(b)(i) above, Bank shall have the right to exercise its Declination Right with regard to such Third-Party Agent or with regard to a portion of the then-existing portfolio of such Third-Party Agent by providing written notice to Company, in which case Company shall have the option to:

(1) Commence conversion activities with regard to all or a portion of the then-existing portfolio of such Third-Party Agent, in which case Company and Bank shall use commercially reasonable efforts to take such actions so that Bank is providing Bank Services with regard to all or a portion of the then-existing portfolio as soon as practicable after the *** Business Day period set forth above (for the avoidance of doubt, any conversion hereunder shall not waive Bank's exercise of its Declination Rights); or

(2) Not commence conversion activities and obtain services similar to Bank Services from a third party for all or a portion of the then-existing portfolio.

For the avoidance of doubt, Company shall be permitted to enter into a Sponsored Agreement with a Third-Party Agent as to which Bank has exercised its Declination Right with respect to its future activities and referrals (so long as such Third-Party Agent is in compliance with the Sponsorship Criteria);

(iii) Company shall cause such Third-Party Agent to terminate the contract of, or otherwise provide for the alternate sponsorship of, any Person that does not comply with the Sponsorship Criteria.

(c) In the event that (x) Company acquires assets of any third party, whether by merger, stock or asset purchase or otherwise (a "Company Acquisition"), (y) Company desires Bank to provide Bank Services with regard such assets and (z) Payment Transaction Volume related to such assets for the *** month period prior to such acquisition was less than *** percent (***%) of Sponsored Volume for such *** month period:

(i) Company shall provide Bank with *** Business Days prior written notice (together with the Diligence Information with regard to such assets) of the date it desires Bank to commence providing Bank Services with regard to such assets;

(ii) Company shall terminate the contract of, or otherwise provide for the alternate sponsorship of, any Person which does not comply with the Sponsorship Criteria; and

(iii) Company and Bank shall use commercially reasonable efforts to take such actions so that Bank is providing Bank Services on or prior to the date specified by Company in the notice referenced in Section 4.4(c)(i) above.

(d) In the event (x) of a Company Acquisition, (y) Company desires Bank to provide Bank Services with regard to such assets and (z) Payment Transaction Volume related to such assets for the *** month period prior to such acquisition was equal to or in excess of *** percent (***%) of Sponsored Volume for such *** month period:

(i) Company shall provide Bank with written notice (together with the Diligence Information with regard to such assets) at least *** Business Days' prior to the date it desires Bank to commence providing Bank Services with regard to such assets;

(ii) During the *** Business Day notice period set forth in Section 4.4(d)(i) above, Bank shall have the right to exercise its Declination Right with regard to all or a portion of the assets of such Company Acquisition by providing written notice to Company, in which case Company shall have the option to:

(1) Commence conversion activities with regard to all or a portion of the assets of such Company Acquisition, in which case Company and Bank shall use commercially reasonable efforts to take such actions so that Bank is providing Bank Services with regard to such assets (or portion thereof) as soon as practicable after the *** Business Day period set forth above (for the avoidance of doubt, any conversion hereunder shall not waive Bank's exercise of its Declination Rights); or

(2) Not commence conversion activities and exercise its right to receive services similar to Bank Services from a third party for all or a portion of the assets of such Company Acquisition.

(i) For the avoidance of doubt, Company shall terminate the contract of, or otherwise provide for the alternate sponsorship of, any Person which does not comply with the Sponsorship Criteria.

(e) For the avoidance of doubt, the terms of this Section 4.4 shall be considered material terms of this Agreement.

(f) Notwithstanding anything contrary to the foregoing, Bank shall use commercially reasonable efforts to expedite its review of Diligence Information so as to permit the parties to commence conversion activities as promptly as reasonably practicable following the delivery by Company of written notice under this Section 4.4.

ARTICLE V

AUDIT

Section 5.1 Audits.

(a) Each party shall provide the other, its employees, its auditors and Regulators with reasonable access, upon no less than *** days' advance written notice, to conduct financial, operational and technical audits of the other party to verify compliance with such party's obligations under this Agreement and assessment of the Compensation Amount, fees and other charges under this Agreement. A party may not exercise its audit rights hereunder more than *** in any *** month period (provided, however, that assessments initiated by a Card Association shall not constitute an audit hereunder), but provided further that, a party may exercise its audit rights more frequently in the event that such party has identified the other party's meaningful non-compliance with this Agreement, or if such party reasonably believes that the other party is not in meaningful compliance with this Agreement; provided, however, that any audit rights in addition to the annual audit right described above shall be limited to the subject area of a party's meaningful non-compliance (or the subject area that a party reasonably believes that the other party is not in meaningful compliance). In performing any audit, a party and its Auditor (defined below), as applicable, shall endeavor to complete the audit within *** business days and otherwise in such a manner as to avoid unnecessary disruption of the other party's business operations. Audits will occur during normal business hours and at a mutually agreeable time. A party being audited in accordance with the terms hereof will assist in any such audit as requested; provided, however, that the party being audited reserves the right to charge the other party for reasonable expenses in providing such review assistance. If in the course of an audit, a party identifies the other party's non-compliance with the terms of this Agreement, the auditing party shall notify the party being audited of such non-compliance within *** days of identifying the non-compliance and the party being audited shall remediate such non-compliance at its sole cost and expense. For purposes of clarity, a "Due Diligence Review" of Company or Company's Subcontractors is not considered an "audit" for purposes of the audit frequency limitation set forth in this Section 5.1. For purposes of this Section 5.1, "Due Diligence Review" means operational reviews, regular and recurring oversight and monitoring processes, and risk management assessments.

(b) As part of any audit, Bank may review a representative sample of Sponsored Agreements and other records maintained by Company pursuant to this Agreement. The sample size will vary and will be dependent on the number and types of Sponsored Entities.

(c) Any Regulator with jurisdiction over a non-performing party will have the right to audit the party performing services to the extent of such Regulator's authority to audit such non-performing party if such non-performing party were performing the services hereunder internally and has relevant jurisdiction over the party performing services. In the event of any such Regulator audit, the party being audited will reasonably cooperate with such audit and provide such Regulator with all information and data relating to the services being provided. Each party further acknowledges that any information disclosed to the auditing party during the Term of the Agreement in any way related to an audit, including but not limited to the specific contents and general results of such audit, shall be treated as Confidential Information of the party being audited. Upon the later of the expiration/termination of the Agreement and the date a party is no longer required to maintain such Confidential Information for compliance with Applicable Law, each party shall either return all copies, memoranda, materials, other papers and copies relating to the audit or, alternatively, certify in writing to the disclosing party that all such information has been properly destroyed. Notwithstanding anything to the contrary herein, each party acknowledges that the other party is a regulated entity and that any audit by a Regulator may require coordination with the Regulator of such party.

(d) Subject to the notice provisions, restrictions and other terms of this Section 5.1, during the Term of the Agreement and during the period for which a party must maintain records relating to the services provided hereunder, each party shall provide to the other party, and to such party's Auditor (as applicable), access at reasonable hours to personnel, to the facilities at or from which services are then being provided, and to pertinent information, all to the extent reasonably relevant to the services and obligations under this Agreement or schedule hereto. Each party shall provide to such reviewers, inspectors, regulators, and representatives such assistance, as reasonably required and shall cooperate fully with the reviewing party or its Auditor in connection with audit functions and with regard to examinations by Regulators. Each party reserves the right to charge the reviewing party's reasonable out-of-pocket expenses in providing such assistance.

(e) Each party reserves the right to use a third-party auditor ("Auditor") in connection with such party's audit rights hereunder, provided that (A) such party provides the other party with advance written notice of the name and a summary of the related professional experience of such Auditor, (B) such Auditor must be reasonably familiar with the services provided hereunder, (C) the party being audited approves such Auditor, which approval will not be unreasonably withheld, and (D) the auditing party will be responsible for managing the Audit and ensuring such Auditor complies with the provisions of this Section 5.1. Each party, and any Auditor or other third party authorized by this Section 5.1 to perform an audit of a party on behalf of the other party, will be required to comply with the audited party's reasonable security and confidentiality.

(f) Notwithstanding anything herein to the contrary, no party shall be required to provide, nor allow the other party access to, any information in connection with an audit hereunder that such party reasonably believes, in good faith, may materially jeopardize the confidentiality, security or safety and soundness of such party's system or its customers.

(g) In addition to any other rights granted pursuant to this Section 5.1, Bank shall have the right to inspect Company's books and records to verify (i) Company's compliance with the reporting requirements set forth in Section 2.1(b) regarding reporting of Total Volume and Sponsored Volume; and (ii) to ensure Company's daily reconciliation of the Clearing Account and the Company Account.

Section 5.2 **Audit Expense**. Each party shall pay the cost of audits which it initiates hereunder; provided that, in the event that such an audit identifies a party's material non-compliance with this Agreement, the non-complying party shall be required to pay the expenses of any subsequent audits (provided such audits are solely limited to the subject area of the material non-compliance) until the material non-compliance has been remediated to the reasonable satisfaction of the auditing party.

ARTICLE VI

ADDITIONAL FEES AND EXPENSES

Section 6.1 **Card Association Fees, Related Expenses and Liabilities**. Company is responsible for all fees and expenses incurred or payable by Bank or Company in connection with the establishment, maintenance or use of the BINs and ICAs related to this Agreement, including all Interchange, assessments, network fees, fines, penalties, expenses of initial and ongoing registration of Company or any of its Subcontractors or service providers, and any other amounts due to or assessed by any Card Association related to or in connection with the Bank Services or Company Services (collectively, "Card Association Fees"). Company will pay such Card Association Fees directly to the applicable Card Association or will promptly reimburse Bank for any such fees paid by Bank to any Card Association; provided that, Company shall not be liable for Card Association Fees (a) arising out of the gross negligence or willful misconduct of Bank, or (b) to the extent solely attributable to Bank's breach of this Agreement or violation of Applicable Law or the Card Association Rules. The Card Association Fees shall not be included in the Compensation Amount. As between Bank and Company, Company is responsible for all costs and expenses related to Company's and each Sponsored Entity's compliance or noncompliance with the requirements of Applicable Law and Card Association Rules, relating to this Agreement or the Company Services and Bank Services contemplated hereby, and the Sponsored Agreements, including, but not limited to, the expense of any data security compliance or breach or other requirements mandated by any Card Association Rules, including compliance with PCI Requirements. Company shall not be responsible for the cost of Bank's compliance with any Card Association Rules, data security or other requirements, including compliance with PCI Requirements, that are not related to the Bank Services or Company Services

Section 6.2 **Company Account**. As between Company and Bank, Company is solely responsible for all losses related to this Agreement, including losses to Bank, due to or caused by a Sponsored Entity related to this Agreement, such as losses resulting from chargeback, fraud, bankruptcy or similar events. To the extent there are insufficient funds in the Company Account to pay such losses, Bank shall notify Company in writing of the deficiency and Company shall promptly deposit funds in the Company Account sufficient to pay those losses. Bank may setoff losses from amounts otherwise due Company hereunder; provided that, Company shall not be liable for (i) losses arising out of negligent acts or omissions or misconduct of Bank or breach by Bank of this Agreement or (ii) losses arising out of claims which are subject to indemnification by Bank under this Agreement.

Section6.3 **Conversion Costs**. Except in the event of a termination by Company pursuant to Section 9.3 or 9.4, Company shall pay any reasonable conversion costs of Bank resulting from the expiration or termination of this Agreement. Notwithstanding the foregoing, Bank shall be responsible for such conversion costs to the extent Bank's membership in any Card Association is terminated, suspended or reduced in scope or scale as a result of actions within the direct control of Bank and not within Company's control.

Section 6.4 **Other Costs and Expenses**. Except as otherwise specified herein, each party shall be responsible for its own costs and fees in the preparation of this Agreement and carrying out of its obligations under this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES AND COVENANTS

Section 7.1 **Bank - General**. Bank hereby represents and warrants to Company and covenants with Company as follows:

(a) Bank is duly chartered and validly existing as an Ohio banking corporation with full power and authority to carry on its banking business as now conducted.

(b) Bank has all requisite corporate power and authority to enter into and perform all its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action in respect thereof on the part of Bank. This Agreement constitutes the legal, valid and binding obligation of Bank enforceable against it in accordance with its terms, subject only as to enforceability of bankruptcy, insolvency and other laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

(c) No consent, approval or authorization of, or declaration, notice, filing or registration with, any Regulator or any other Person is required to be made or obtained by Bank in connection with the execution, delivery and performance of this Agreement except as may be required to register Company and any Sponsored Entity or other organization as required by the Card Association Rules and except to the extent that any such approval, authorization, declaration, notice, filing or registration would not have a material effect on Bank's ability to perform under this Agreement.

(d) As of the date hereof, there is no litigation, civil proceeding or governmental proceeding pending or, to the knowledge of Bank, threatened, and there is no proceeding, pending dispute or ongoing investigation with any Card Association, and Bank does not know of any basis for any such litigation, proceeding, dispute or governmental or Card Association investigation or any order, injunction or decree outstanding which does or might materially affect Bank's ability to enter into this Agreement or carry out Bank's obligations thereunder or resulting in a material liability to Company or Bank.

(e) This Agreement does not conflict with any other agreement or obligation of Bank and neither the execution and delivery nor the performance of this Agreement will violate, conflict with, result in a breach of or default under, or constitute a violation of Bank's bylaws, any agreement or any Applicable Law, judicial decree or order by which Bank is bound except to the extent that any such conflict, breach, violation or default would not have a material effect on Bank's ability to perform under this Agreement.

(f) As of the date of this Agreement, Bank is a principal member or licensee, as the case may be, in good standing of Visa, MasterCard and the other Card Associations set forth on Schedule 1.1(f) to this Agreement, and no Card Association has notified Bank that any limitation with respect to dollar volume, transaction volume or otherwise are or may be imposed on Bank with respect to the transactions cleared by Bank through such Card Association. Bank shall promptly notify Company if it, at any time, receives any such notice or has reason to believe that any such limitation may be imposed on it.

(g) During the Term of this Agreement, Bank will respond and use commercially reasonable efforts to promptly and professionally resolve the reasonable inquiries of Company, Card Associations and Regulators.

Section 7.2 **Company - General**. Company hereby represents and warrants to Bank and covenants with Bank as follows:

(a) Company is a limited liability company duly organized and validly existing under the laws of the State of Delaware with full power and authority to carry on its business as now conducted.

(b) Company has all requisite power and authority to enter into and perform all its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action in respect thereof on the part of Company. This Agreement constitutes the legal, valid and binding obligation of Company enforceable against it in accordance with its terms, subject only as to enforceability of bankruptcy, insolvency and other laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

(c) To the knowledge of Company, no consent, approval or authorization of, or declaration, notice, filing or registration with, any Regulator or any other Person is required to be made or obtained by Company in connection with the execution, delivery and performance of this Agreement except for the registration of Company, any of its third party providers and each Sponsored Entity with the Card Associations as required by the Card Association Rules and this Agreement.

(d) As of the date hereof, to the knowledge of Company, there is no litigation, proceeding or governmental investigation pending or threatened, and there is no proceeding, pending dispute or ongoing investigation with any Card Association, and Company does not know of any basis for any such litigation, proceeding, dispute or governmental or Card Association investigation or any order, injunction or decree outstanding which does or might materially affect Company's ability to enter into this Agreement or carry out Company's obligations hereunder.

(e) To the knowledge of Company, this Agreement does not conflict with any other agreement or obligation of Company and neither the execution and delivery nor the performance of this Agreement will violate, conflict with, result in a breach of or default under, or constitute a violation of Company's charter documents or membership and operating agreement, any agreement or any Applicable Law by which Company is bound.

(f) Company will be a registered Visa Third-Party Agent, MasterCard Service Provider, ISO or other such designation of Bank under applicable Card Association Rules and remain in good standing and will continue to maintain those registrations throughout the Term of this Agreement.

(g) During the Term of this Agreement, Company will respond to and use best efforts to promptly and professionally resolve the reasonable inquiries of Bank, Card Associations, Regulators and Sponsored Entities.

(h) Company's systems used to provide Company Services do not and shall not infringe any third-party patents, copyrights, trademarks, trade names, service marks or other intellectual property rights.

Section 7.3 **Company - Card Association Representations, Warranties and Covenants**. Company hereby represents and warrants to Bank and covenants with Bank as follows:

(a) Company has received and understands all Card Association Rules and Applicable Law and agrees (i) to comply in all material respects therewith, and (ii) to take no action or refrain from action that would cause Bank's failure to comply with the then current requirements of the Card Association Rules or Applicable Law.

(b) On an ongoing basis, Company will regularly provide Bank with the current addresses for all its offices to the extent requested by Bank.

(c) In the event of any irreconcilable conflict between any provision of this Agreement and the Card Association Rules, except to the extent of any indemnity obligation of Company to Bank hereunder, the Card Association Rules in each instance shall govern and control.

(d) Company acknowledges and agrees that Card Associations' respective trademarks and service marks are the sole and exclusive property of such Card Associations ("Card Association Marks"). To the extent required by the Card Association Rules, Company agrees to not unreasonably contest the ownership of these Card Association Marks and that Card Associations may at any time immediately and without advance notice prohibit Bank, Company or a Sponsored Entities from using their respective Card Association Marks.

(e) Company acknowledges and agrees that Card Associations shall have the right, either in law or in equity, to enforce any provision of the Card Association Rules and to prohibit Company's conduct that creates a risk of injury to Card Associations or that may adversely affect the integrity of Card Association systems, information or both. Company agrees to refrain from taking any action that would have the effect of interfering with or preventing an exercise of these rights by Card Associations.

(f) Company agrees not to use any Card Association Marks other than as permitted by the Card Association Rules. To the extent required by the Card Association Rules, Company also agrees not to suggest, imply or in any manner create an impression that it is a member of, endorsed by or an authorized representative of any Card Association unless such rights are granted to Company through a direct agreement between Company and the applicable Card Association.

(g) As between Bank and Company, Company shall be responsible for ensuring that all Sponsored Entities comply with the Card Association Rules, and for any losses that may result for Bank or otherwise, as a result of any Sponsored Entity's failure to comply with the Card Association Rules. Company further agrees, to the extent required by the Card Association Rules, to the following:

(i) Company will not use Card Association equipment and software ("Card Association Systems") and Card Association information identified or reasonably understood to be confidential or proprietary ("Card

Association Confidential Information") for anything other than to provide Company Services in accordance with the Card Association Rules;

(ii) To treat the Card Association Systems and Card Association Confidential Information in at least as careful and confidential a manner as Company treats its own or Bank's systems, proprietary information and Confidential Information;

(iii) To acknowledge that access to the Card Association Systems and Card Association Confidential Information does not convey to Company any right, title, interest or copyright therein or any license to use, sell, exploit, copy or develop them further;

(iv) To limit access to the Card Association Systems and Card Association Confidential Information to only those Company employees with a need to have access for Company to perform Company Services under this Agreement and to implement and maintain reasonable and appropriate safeguards to prevent unauthorized access to or use of the Card Association Systems or Card Association Confidential Information;

(v) Upon termination of Company's registration with a Card Association, to immediately cease any and all use of such Card Association Systems and promptly thereafter deliver to Bank all Card Association Confidential Information then in its possession or control, upon request by one or more Card Associations to immediately cease any and all use of the Card Association Systems and promptly thereafter deliver all Card Association Confidential Information then in its possession or control to Card Associations; and

(vi) To immediately advise Bank if Company becomes aware that any unauthorized Person or external entity gains access to the Card Association Systems or Card Association Confidential Information by or through Company, the Sponsored Entities or any of their systems or with respect to the Company's business, whether by legal proceeding or otherwise.

(h) Card Associations may at any time conduct financial and procedural audits of Company to the extent set forth in the applicable Card Association Rules. Company agrees to cooperate with and promptly supply any Card Association with all information and material reasonably requested, including information about Sponsored Entities and cardholders.

(i) Card Associations may determine it is necessary to impose risk conditions on Company or Sponsored Entities.

(j) Company will at all times maintain compliance with, and use commercially reasonable efforts to ensure that its Sponsored Entities will at all times maintain compliance with, data security standards and requirements established by the Card Associations, including without limitation PCI Requirements. Company agrees to provide Bank with a monthly report identifying the Sponsored Entities that have been identified by a Card Association as a common point of compromise resulting in a requirement that the merchant engage a PCI forensic investigator to perform a forensic examination along with a status of such matter. Upon request and without limitation of frequency, Company agrees that it shall obtain documents evidencing a Sponsored Entity's compliance with PCI Requirements. In the event Company becomes aware that any Sponsored Entity is not in compliance with PCI Requirements, Company will provide documentation thereof to Bank and will take all commercially reasonable measures, up to and including termination of such Sponsored Agreements, to ensure such Sponsored Entities remediate any non-compliance as soon as reasonably possible and in accordance with all Card Association mandated timeframes.

ARTICLE VIII

CONFIDENTIALITY; EXCLUSIVITY

Section 8.1 Confidential Information.

(a) The parties expressly acknowledge that in the course of the parties' negotiation of this Agreement and the performance hereunder, both parties have disclosed prior to the date hereof and may continue to disclose Confidential Information. All Confidential Information shall be held in the strictest confidence and will not be disclosed, except as specifically permitted by the terms hereof. Each party and its employees, representatives, legal counsel, accountants and other agents will use the Confidential Information solely for the purpose of performing under and in compliance with the terms of this Agreement, will not use the Confidential Information for any other purpose, and will not disclose or communicate the Confidential Information, directly or indirectly to any third party. Notwithstanding the foregoing, each

party further agrees that the Confidential Information will be disclosed only to such of its representatives who need to know the Confidential Information for the purposes described above. Before being provided with any Confidential Information, each such representative shall be informed of the confidential nature of the Confidential Information and the terms of this Agreement, shall be directed to treat the Confidential Information confidentially, and shall agree to abide by each confidentiality provision of this Agreement. Each party shall in any event be responsible for any breach of this Agreement by any representative.

(b) Each party shall take all reasonable steps necessary to keep confidential the Confidential Information and shall take all reasonable steps necessary to assure observation of this Agreement by its representatives. All Confidential Information shall remain the exclusive property of the respective party or its affiliates, as applicable. Upon request by the other party, each party shall promptly surrender to them any of the Confidential Information in its possession, and shall surrender all Confidential Information to the other party promptly upon request. The parties will not retain any copies of the Confidential Information, unless otherwise agreed in writing by both parties.

(c) Each party expressly further agrees that it shall return to the disclosing party upon that party's request or upon termination of the Agreement any such Confidential Information and copies thereof.

(d) Each party shall promptly notify the other party of any material breaches in security, unauthorized entry or hacking of any of its systems, software or other secured locations, or of any unauthorized disclosures or breaches regarding any Confidential Information in accordance with such party's policies and procedures.

Section 8.2 **Non-Confidential Information**. The provisions of this Article 8 shall not apply to information which: (i) is in the public domain or in the possession of the receiving party without restriction at the time of receipt under this Agreement (except to the extent that information with respect to Company and its business was available to Bank as a result of Bank's direct or indirect prior ownership of the business now conducted by Company); (ii) is used or disclosed with the prior written approval of the disclosing party; (iii) is independently developed by the receiving party without use of the other party's Confidential Information; (iv) is or becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party or (v) is ordered to be released by a court of competent jurisdiction or appropriate regulatory authority, but in such a case the party required to disclose the information, to the extent possible and legally permissible, shall provide the other party with timely prior notice of the requirements and coordinate with such other party in an effort to limit the nature and scope of the required disclosure.

Section 8.3 **Remedy**. In the event of any breach of Sections 8.1 or 8.2, the parties agree that the non-breaching party will suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching party from any violation of Sections 8.1 or 8.2 will be impossible to calculate and will therefore be an inadequate remedy. Accordingly, the parties agree that the non-breaching party shall be entitled to seek temporary and permanent injunctive relief against the breaching party, its affiliates, employees, officers, directors, agents, representatives, Subcontractors or independent contractors, and the other rights and remedies to which the non-breaching party may be entitled to at law, in equity and under this Agreement for any violation of this Article 8. The provisions of Sections 8.1, 8.2, and 8.3 shall survive the termination of this Agreement.

Section 8.4 **Exclusivity**.

(a) The Company will be permitted to receive services similar to the Bank Services from other parties or to provide such similar services for its own account.

(b) Except as set forth below, Bank shall provide Bank Services exclusively to Company and to no other Person or entity. Bank shall be permitted to provide Bank Services to Persons in an amount not to exceed (i) from and after the date hereof and until ***, an annual aggregate dollar value of transactions (which would be Transactions if supported by Company) of $***, and (ii) from and after ***, an annual aggregate dollar value of transactions (which would be Transactions if supported by Company)which is equal to or less than *** percent (***%) of Company's Total Volume for the immediately prior Sponsored Year (the amounts set forth in (i) and (ii) above being referred to as the "Permitted Volume"); provided, however that (i) Bank shall not agree to provide services similar to Bank Services to any Person who, at the time Bank would enter into a contract to provide such Bank services, is reported to be one of the *** largest merchant acquirers in the United States in the Nilson Report (or, if the Nilson Report is no longer in existence, a similarly reputable publication), and (ii) Bank shall not solicit any Person for services similar to Bank Services to which Company has provided Company Services in the *** year period prior to the date that Bank is proposing to commence providing such Bank services and (iii) ***. In addition, notwithstanding anything in this Agreement to the contrary, Bank shall be permitted, without restriction or limitation, to provide services similar to the Bank Services to any customer of Bank so long as such services are not used to facilitate or support Transactions (ignoring, for purposes hereof, whether such Transaction are supported by Company) occurring over a Card Association identified on Schedule 1.1(f) to this Agreement or any other network or association of which Bank becomes an authorized member or participant after the Effective Date which network or association operates in a manner that is substantially similar to the Card Associations identified on Schedule 1.1(f) hereto (i.e., that facilitates transactions based on the presentation by a cardholder of a card,

code or device to a merchant or ATM, which the merchant or ATM accepts and uses to initiate a debit or charge through the network or association to the cardholder's account at the financial institution that issued the applicable card, code or device). Notwithstanding the foregoing, in the event that an acquiring entity does not agree to maintain any acquired Sponsored Agreements as Sponsored Agreements in accordance with Section 8.5 hereof, then the Permitted Volume shall be increased by a dollar amount determined as follows. At the end of the *** month period following the transfer of any Sponsored Agreements subject to Section 8.5 hereof ("Transferred Sponsored Agreements"), Company shall compare Total Volume for the *** month period prior to such transfer ("Pre-Transfer Volume") to Total Volume for the *** month period following such transfer ("Post-Transfer Volume"). In the event that Post-Transfer Volume is less than Pre-Transfer Volume, then Permitted Volume shall be increased by an amount equal to the lesser of (i) the difference between Pre-Transfer Volume and Post-Transfer Volume or (ii) the Total Volume generated by the Transferred Sponsored Agreements during the *** month period prior to the applicable transfer.

(c) In the event Bank or its affiliates acquire or merge with banks, other entities, branches or businesses that provide services similar to the Bank Services, then those merged or acquired banks, other entities, branches or businesses may continue to perform those services similar to the Bank Services under their existing contracts, agreements or arrangements (the "Existing Bank Transaction Agreements") for the duration of those Existing Bank Transaction Agreements without regard to the requirements of this Agreement; provided, however, that, in the event that the Existing Bank Transaction Agreement would cause Bank to be in violation of its exclusivity obligations under Section 8.4(b) hereof: (a) if directed to do so by Company and permitted by the applicable Existing Bank Transaction Agreement, Bank will terminate such Existing Bank Transaction Agreement and Company will pay any and all termination, conversion or other fees, expenses and penalties and assume any and all liabilities, costs and expenses (including reasonable attorneys' fees and court costs) associated with such termination, and (b) if directed to do so by Company, Bank shall terminate or not renew all such Existing Bank Transaction Agreements as soon as reasonably possible if such termination may be accomplished without the payment of fees or the occurrence of any other penalty or liability; *provided that* Company shall remain liable for any conversion or transition costs and expenses owed by Bank or its affiliate resulting from such termination as set forth in (a) or (b) above. In the case of (a) or (b) in the preceding sentence, upon termination of the applicable Existing Bank Transaction Agreement, Bank shall use commercially reasonable efforts to assist Company and its efforts to cause the counterparty to such Existing Bank Transaction Agreements to become a customer of the Company.

Section 8.5 **Continued Observance**. To the extent that, during the Term, there is a Change in Control or Company or its affiliates in any way sell, transfer, assign or divest, in whole or in part: (a) one or more affiliates that results in the transfer of Sponsored Agreements to an unrelated third party, or (b) any Sponsored Agreements that would have been subject to the terms of this Agreement but for such acquisition, sale, transfer or divestiture, Company shall use commercially reasonable efforts to cause the acquiring entity to maintain the Sponsored Agreements as Sponsored Agreements for a term no shorter than the remaining Term of this Agreement following such sale, transfer or divestiture.

ARTICLE IX

TERM AND TERMINATION

Section 9.1 **Term**. This Agreement shall become effective, without further action, as of the Effective Date and shall remain in effect until December 31, 2024 (the "Term").

Section 9.2 **Termination by Mutual Agreement**. This Agreement may be terminated immediately upon mutual written agreement of the parties.

Section 9.3 **Termination Upon Default**. The breach by either party of a material term or condition of this Agreement (provided, a breach of Section 4.4 must be a meaningfully systemic or material breach) shall constitute an event of default ("Event of Default"). If such Event of Default is not cured by the defaulting party within *** days of its receipt of written notice of such Event of Default provided by the non-defaulting party (or, in the event of a failure of Company to fund the Settlement Account and/or to otherwise pay amounts owing to Bank under this Agreement in excess of $*** within the timeframes prescribed herein (each, a "Payment Default"), *** Business Days after receipt of written notice from Bank indicating Bank's intent to suspend or terminate this Agreement), then the nondefaulting party shall be entitled at its sole election, to terminate this Agreement upon *** days' written notice to the other party, provided that, Bank shall also have the right to suspend its provision of Bank Services if Company fails to cure a Payment Default within *** days after receiving Bank's notice thereof**.** To the extent that amounts outstanding following termination or expiration of this Agreement are not paid according to the ordinary settlement procedures between Company and Bank hereunder, then those amounts shall bear interest at the ***, which interest shall accrue during the period such amounts are outstanding and be due and payable in addition to the underlying principal amount, until such is repaid. Notwithstanding the foregoing, if the Event of Default requires earlier termination due to the Card Association Rules or Applicable Law, then the non-defaulting party may terminate as required by such Card Association Rules or Applicable Law, subject to reasonable documentation thereof. In the event of a termination due to a violation Card Association Rules, Bank agrees to use commercially reasonable efforts to work with the applicable Card Associations to pursue alternatives to termination and/or alternative institutions to assume Bank's obligations under this Agreement. In the case of Bank, it shall also constitute an Event of Default if Bank, (i) fails to settle transactions in accordance with Sections 1.3 and 3.2 if the aggregate amount of transactions that should have been settled exceeds $*** or (ii) whether by merger, stock or asset purchase or otherwise, Bank sells or otherwise transfers, alone, or as part of a larger transaction, the business units of Bank, or portions thereof, which provide the relevant Bank Services and the acquirer thereof does not affirmatively agree in writing to assume the obligations of Bank hereunder, which shall include if such transaction contemplated by this subpart (ii) is entered into due to a regulatory action or order.

Section 9.4 **Termination by Reasons of Bankruptcy or Other Material Events**. In the event of the occurrence of any of the following events, the solvent party shall have the right to terminate this Agreement immediately upon providing written notice to the non-solvent party:

(a) the commencement of any bankruptcy, insolvency, reorganization, dissolution, liquidation of debt, receivership or conservatorship proceeding or other similar proceeding under federal or state bankruptcy, debtors relief or other Applicable Law by or against the other party; or

(b) the suspension or termination of business or dissolution of, or the appointment of a receiver, conservator, trustee or similar officer to take charge of, a substantial part of the property of the other party.

Section 9.5 **Automatic Termination**. This Agreement shall automatically terminate with respect to one or more Card Associations upon Company's loss of its registration in such Card Association due to revocation or non-renewal of such registration by such Card Association, subject to a ninety (90) day cure period unless otherwise required in writing by the Card Association.

Section 9.6 **Change in Control**. In addition to Bank's other rights under this Agreement, Bank may elect to terminate this Agreement in the event of a Change in Control of Company when the acquiring Person or group is a bank that Bank determines in its commercially reasonable and good faith opinion is capable of sponsoring and supporting Company's Transaction volume. Bank must exercise its rights under this Section 9.6 by providing written notice to Company within *** days of the event giving rise to such rights. Company shall, notwithstanding the terms in Section 9.8, transition Company's business to a new provider as soon as practicable but in no event shall such transition period exceed *** months from the date of notice of termination from Bank. Any services provided during this period shall be subject to and in accordance with the terms of this Agreement.

Section 9.7 **Survival of Certain Obligations**. Expiration or earlier termination of this Agreement for any reason shall not terminate the obligations described in Sections 1.1, 1.2(g), 1.3(e), 2.2, 3.4 - 3.6, Article 6, 7.3(g), 8.1, 8.2, 8.3, Article 9, Article 10, 11.7 - 11.13, 11.16 - 11.18 hereof, or the obligation to pay Bank or Company amounts due hereunder which arise prior to the termination date; all of which survive expiration or termination of this Agreement.

Section 9.8 **Rights Upon Termination**. Notwithstanding anything to the contrary contained herein, in the event of the termination, expiration or non-renewal of this Agreement, upon the written request of Company, Bank shall continue to provide the Bank Services to Company and the Sponsored Entities under the same terms and conditions described in this Agreement for up to *** months, commencing on the date of termination or expiration of this Agreement; *provided that*, the Sponsorship Fee paid by Company to Bank for all Sponsored Volume for the *** month period following the termination or expiration of this Agreement, as applicable, shall be calculated by multiplying the Sponsorship Fee otherwise payable by Company to Bank pursuant to Schedule 2.1 (but-for the termination or expiration of this Agreement) by a rate of *** percent (***%), and such rate shall be increased by an additional *** percent (***%) on each and every *** month anniversary of such date, for as long as Bank continues to provide Bank Services to Company pursuant to this Agreement. In the event of termination, expiration or non-renewal of this Agreement, the parties agree to cooperate to effect an orderly transition of Company's business to a new provider during such *** month period. Company shall have such right even where termination is due to a breach or Event of Default by Company.

ARTICLE X

INDEMNIFICATION, LIABILITY AND LIMITATIONS

Section 10.1 **General Indemnification of Bank**. In addition to the obligations of Company to indemnify Bank under other provisions of this Agreement, Company shall indemnify, defend and hold harmless Bank and its directors, officers, employees and agents (each, a "Bank Indemnified Party") from and against any and all claims, damages, losses, penalties, fines, expenses, costs and/or liabilities (including reasonable attorneys' fees and court costs) ("Losses") that are caused by, result from, or are attributable to Company's performance or failure to perform its obligations hereunder (including the performance or failure to perform by Company's third-party providers, third-party vendors and/or Subcontractors) or under any Sponsored Agreements, any Sponsored Entity, and the breach of any representation, warranty or covenant made by Company herein. The indemnity obligations set forth herein shall not apply to the extent that such claim arises out of (i) an act of fraud, embezzlement or criminal activity by an employee or agent of the party to be indemnified, (ii) bad faith by the party to be indemnified or (iii) the failure of the party seeking indemnification to comply with or to perform its obligations under this Agreement. Company's obligation to indemnify any Bank Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. Company agrees to indemnify and hold a Bank Indemnified Party harmless from any Losses arising out of or resulting from the unauthorized use or disclosure by or through Company of Confidential Information.

Section 10.2 **Intellectual Property Indemnity.** Company agrees to fully defend, indemnify, and hold harmless each Bank Indemnified Party from and against any and all claims, allegations, suits, damages, losses, expenses, costs, including reasonable attorneys' fees, as incurred, or amounts payable under any judgment, verdict, court order or court settlement resulting from the infringement or misappropriation, or alleged infringement or alleged misappropriation, of any third-party intellectual property or other rights to the extent that such infringement or misappropriation is attributable to or arises out of the Company Services, software, code or other materials. Should any Company Services used by Bank infringe or misappropriate third-party intellectual property or other rights, the Company will provide to Bank at no additional cost to Bank and in Company's discretion either: (i) the right to continue using the Company Services or (ii) a non-infringing equivalent replacement or modification acceptable to Bank.

Section 10.3 **Indemnification of Company**. In addition to the obligations of Bank to indemnify Company under other provisions of this Agreement, Bank shall indemnify, defend and hold harmless Company and its directors, officers, employees and agents (each, a "Company Indemnified Party") from and against any Losses arising out of, or resulting from Bank's failure to perform its obligations hereunder and the breach of any representation, warranty or covenant made by Bank herein. The indemnity obligations set forth herein shall not apply to the extent such claim arises out of (i) an act of fraud, embezzlement or criminal activity by an employee or agent of the party to be indemnified, (ii) bad faith by the party to be indemnified or (iii) the failure of the party seeking indemnification to comply with or to perform its obligations under this Agreement. Bank's obligation to indemnify any Company Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. Bank agrees to indemnify and hold a Company Indemnified Party harmless from any Losses arising out of or resulting from the unauthorized use or disclosure by or through Bank of Confidential Information.

Section 10.4 **Notice**. Each party shall promptly notify the other of any suit or threat of suit which that party becomes aware (except with respect to threat of suit one party might bring against the other) that may give rise to a right of indemnification pursuant to the Agreement. The indemnifying party will be entitled to participate in the settlement or defense thereof. The indemnifying party and a Company Indemnified Party or a Bank Indemnified Party (each, an "Indemnified Party") shall cooperate (at no additional cost to an Indemnified Party) in the settlement or defense of any such claim, demand, suit or proceeding.

Section 10.5 **Limitation on Liability**. Except as otherwise provided herein, Bank's liability to Company, regardless of the form of action, shall be limited to the amount of actual, direct damages incurred by Company as a result of Bank's actions or omissions in performing the Bank Services, and in no event shall Bank be liable for (i) any consequential, punitive, indirect, incidental or special damages or lost profits even if Bank has been advised of the possibility of such damages or (ii) the acts or omissions of a third-party provider used by Company, or any loss, cost, damage or expense, incurred by any Person, entity or Sponsored Entity in connection therewith. Except as otherwise provided herein, Company's liability to Bank, regardless of the form of action, shall be limited to the amount of actual, direct damages incurred by Bank as a result of Company's actions or omissions under this Agreement, and in no event shall Company be liable for (i) any consequential, punitive, indirect, incidental or special damages or lost profits even if Company has been advised of the possibility of such damages or (ii) the acts or omissions of a third-party provider used by Bank (excluding Company and any Company Subcontractors). The limitations of liability provided in this Section 10.5 shall not apply to (i) a party's indemnification obligations under this Agreement; (ii) a party's claims for breach of confidentiality hereunder; or (iii) Company's obligations under Sections 6.1, 6.3 or 6.4.

Section 10.6 **Representations and Warranties**. OTHER THAN AS SET FORTH HEREIN, BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE BANK SERVICES, BANK'S PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, OR THE PERFORMANCE OF ANY CARD ASSOCIATION, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY BANK. OTHER THAN AS SET FORTH HEREIN, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE COMPANY SERVICES, COMPANY'S PERFORMANCE OF THE COMPANY SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY COMPANY.

ARTICLE XI

MISCELLANEOUS

Section 11.1 **Notices**. All notices, demands and other communications hereunder shall be in writing and shall be delivered (i) in person, (ii) by United States mail, certified or registered, with return receipt requested, (iii) by national overnight courier with record of successful delivery retained (e.g., FedEx) or (iv) by facsimile with record of successful transmission retained, as follows:

If to Company:	Vantiv, LLC 8500 Governors Hill Drive Maildrop 1GH1Y1 Cincinnati, OH 45249 Email: Ned.Greene@vantiv.com and Jared.Warner@vantiv.com Attn: General Counsel/Legal Department
With copies to: (which shall not constitute notice)	Benesch, Friedlander, Coplan & Aronoff LLP 200 Public Square Cleveland, Ohio 44114-2578 Email: speppard@beneschlaw.com Attn: Sean T. Peppard, Esq.
If to Bank:	Fifth Third Bank 38 Fountain Square Plaza Maildrop 10907E Cincinnati, Ohio 45263 Email: vantivagreement@53.com Attn: Executive Vice President
With copies to: (which shall not constitute notice)	General Counsel of Bank at same address

The Persons or addresses to which mailings or deliveries shall be made may be changed from time to time by notice given pursuant to the provisions of this Section 11.1. Any notice, demand or other communication given pursuant to the provisions of (a) Section 11.1(ii) shall be deemed to have been given on the earlier of the date actually delivered or five (5) days following the date deposited in the United States mail, properly addressed, postage prepaid, as the case may be, (b) Section 11.1(iii) shall be deemed to have been upon actual receipt if sent by overnight courier and (c) Section 11.1(iv) shall be deemed to have been given on the date of electronic confirmation of receipt.

Section 11.2 **Independent Contractor**. The relationship between both parties under this Agreement is that of independent contractor. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between the parties hereto.

Section 11.3 **Assignment.** This Agreement shall not be assignable in whole or in part by either party without the other party's prior written consent, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be void.

Section 11.4 **Subcontracting.** Without limiting Company's obligations hereunder, except for the Subcontractors providing Company Services as of the Execution Date (each, an "Existing Subcontractor"), which Existing Subcontractors are listed on Schedule 11.4 (for simplicity, the parties acknowledge such list does not include Subcontractors performing general telecommunications, IT, consulting, and/or other services incident to Company's business), no Subcontractor may (1) have direct interactions with consumers or (2) perform functions involving access to Nonpublic Personal Information without the prior written consent of Bank, such consent not to be unreasonably withheld, conditioned or delayed. It shall not be considered unreasonable for Bank to withhold its consent if (A) the use of Subcontractor could be reasonably expected to cause Bank to violate an Applicable Law or otherwise, in the good faith opinion of Bank, subject Bank to regulatory concern, criticism or action; (B) Bank has had a problem or terminated a relationship with the Subcontractor in the past; (C) the Subcontractor is a direct competitor of Bank; or (D) for reasons that indicate that such Subcontractor would be incapable of providing the Services being subcontracted to it. In the event Bank consents to a Subcontractor, Company's written agreement with such Subcontractor shall include provisions that ensure that such Subcontractor has in place the technological, physical and organizational security safeguards to protect Nonpublic Personal Information against anticipated threats or hazards, loss, theft, unauthorized access, disclosure, copying use, modification, disposal and destruction. Company agrees that its obligations hereunder are not relieved or diminished in the event of the errors or omissions of a Subcontractor and that Company is responsible for the performance, acts and omissions of any Subcontractor.

Section 11.5 **Customer Complaints.** In the event that Company has a direct relationship with or direct contact with Bank's customers, then during the Term of this Agreement, Company shall have in place and shall follow its program for receiving, resolving, maintaining records of and reporting customer complaints. For a customer complaint that (i) Company is unable to resolve, or (ii) becomes public knowledge (e.g., media) or (iii) raises questions related to compliance with Applicable Law, Company shall immediately notify Bank of, and deliver to Bank a copy of such customer complaint along with associated correspondence and information.

Section 11.6 **Required Insurance Coverage**. Company shall maintain, at Company's sole expense, the following minimum insurance coverage and limits: (i) statutory workers' compensation in accordance with all federal, state and local requirements; (ii) employer's liability insurance with limits of coverage of $*** (a) per accident, bodily injury (including death) by accident, (b) per bodily injury (including death) by disease, and (c) per employee for bodily injury (including death) by disease as required by the state in which the Services are performed; (iii) commercial general liability with an aggregate of $***, and $*** per occurrence for bodily injury, property damage and personal injury; (iv) automobile liability insurance, including Company-owned, leased and non-owned vehicles with a single limit of $***; (v) property insurance, covering the hardware and other equipment used by Company to provide the Services; (vi) bankers professional liability coverage with limits of $*** per claim and in the aggregate; (vii) network security and privacy liability coverage with limits of $*** per claim and in the aggregate; (viii) umbrella (excess) liability insurance for the above-referenced commercial general liability and employer's liability coverage in the amount of $*** per occurrence and in the aggregate; and (ix) fidelity bond coverage (including computer crime coverage) , with limits of $*** per claim and in the aggregate. All policies, other than the employer's liability and property insurance, shall provide coverage on a primary and noncontributory basis. All insurance companies must meet one of the following minimum ratings: Moody's ***; S&P ***; Fitch ***; A.M. Best ***. On all policies, Company agrees to waive, and will require its insurers to waive, all rights of subrogation against Bank.

Section 11.7 **Waiver**. No term or provision hereof will be deemed waived, and no variation of terms or provisions hereof shall be deemed consented to, unless such waiver or consent shall be in writing and signed by the party against whom such waiver or consent is sought to be enforced. Any delay, waiver or omission by Company or Bank to exercise any right or power arising from any breach or default of the other party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver by Company or Bank of any subsequent breach or default of the same or other terms, provisions or covenants on the part of the other party.

Section 11.8 **Successors**. Subject to the restrictions on assignment contained herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. There are no third-party beneficiaries of this Agreement.

Section 11.9 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio except where federal law is applicable.

Section 11.10 **Headings Not Controlling**. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 11.11 **Conflicts**. In the event of a conflict between the body of this Agreement and any other agreement or any Schedule or Exhibit hereto, the body of this Agreement shall control.

Section 11.12 **Entire Agreement**. This Agreement including any Schedules or Exhibits hereto which are an integral part hereof and incorporated into as a part of this Agreement, constitutes the only agreement between the parties hereto relating to the subject matter hereof, except where expressly noted herein, and all prior negotiations, agreements and understandings, whether oral or written, are superseded or canceled hereby.

Section 11.13 **Modification**. This Agreement may not be amended or modified except in a written document signed by authorized officers of both parties.

Section 11.14 **Severability**. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, this Agreement shall be construed as if not containing that provision, the rest of this Agreement shall remain in full force and effect, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

Section 11.15 **Force Majeure**. Without limiting either party's obligations hereunder, including obligations related to business continuity, which shall apply regardless of any force majeure event, neither party shall be liable for a delay in its performance or failure to perform any of its obligation under this Agreement to the extent such delay is due to causes beyond the control of that party and is without its fault or negligence, including, but not limited to, acts of God, labor disputes, governmental requests, regulations or orders, utility or communications failure, delays in transportation, national emergency, war, civil commotion or disturbance, war conditions, fires, floods, storms, earthquakes, tidal waves, failure or delay in receiving electronic data, equipment or systems failure or communication failures. No party shall be relieved of its obligations hereunder if its failure of performance is due to removable or remediable causes which such party fails to remove or remedy using commercially reasonable efforts within a reasonable time period. A party rendered unable to fulfill any of its obligations under this Agreement by reason of a force majeure

event hereunder shall give prompt notice of such fact to the other party, followed by written confirmation of notice, and shall exercise due diligence to remove such inability with all reasonable dispatch.

Section 11.16 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same Agreement. The parties acknowledge that delivery of executed counterparts of this Agreement may be effected by a facsimile transmission or other comparable means, with an original document to be delivered promptly thereafter via overnight courier.

Section 11.17 **Further Assurances**. Each party agrees to assist, cooperate, execute documents and take such actions and provide such further assurances as to effect the transactions contemplated by this Agreement.

Section 11.18 **JURISDICTION/WAIVER OF JURY TRIAL**. BANK AND COMPANY HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION CONCERNING ANY RIGHTS OR DISPUTES UNDER THIS AGREEMENT. BANK AND COMPANY HEREBY AGREE THAT, AND CONSENT TO, THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY DISPUTES HEREUNDER SHALL BE AN APPROPRIATE FEDERAL OR STATE COURT LOCATED IN CINCINNATI, OHIO.

Section 11.19 **Affiliates**. For purposes of the duties and obligations to one another as set forth in this Agreement, Bank and Company shall not be considered affiliates of one another notwithstanding Bank's ownership of equity in Company.

(Signatures on following page.)

In Witness Whereof, each of the parties has caused this Agreement to be signed and delivered by its duly authorized officers and to be made as of the date first stated above.

VANTIV, LLC		FIFTH THIRD BANK	
By:	/s/ Nelson F. Greene	By:	/s/ Randolph J. Kaporc
Name:	Nelson F. Greene	Name:	Randolph J. Kaporc
Title:	Chief Legal and Corporate Services Officer and Secretary	Title:	Executive Vice President, Payments and Commerce Division
Date:	July 27, 2016	Date:	July 27, 2016
		By:	/s/ Robert Marchi
		Name:	Robert Marchi
		Title:	Vice President, Sourcing
		Date:	July 27, 2016

Schedule 1.1(f)

CARD ASSOCIATIONS

Payment Networks or Associations Requiring Sponsorship
Sponsored by Fifth Third

ACCEL
AllPoint
ATH - Puerto Rico
Armed Forces Financial (AFFN)
Cirrus
Co-Op
Credit Union 24
Interlink
Maestro
MasterCard
MoneyPass
Nebraska Networks (NETS)
NYCE
Plus
Pulse
Shazam
STAR
Visa (includes PAVD - PIN Authenticated Visa Debit)

Payment Networks or Associations Requiring Sponsorship
Not Sponsored by Fifth Third

None

Payment Networks or Associations Not Requiring Sponsorship

American Express
Discover
Jeanie
Presto!
Voyager
Wright Express

<u>Schedule 1.2(f)</u>

Compliance Requirements

1. High risk MCC transaction volume, as defined by Visa (but excluding brick and mortar ***), shall not exceed (***%) of Sponsored Volume.
2. Quarterly periodic and on-boarded Sponsored Entity review performance shall meet or exceed ***% pass rate for all merchants, ISOs, payment facilitators ("<u>PayFacs</u>"), PayFac submerchants, and financial institutions annually.
3. Evidence of PCI compliance verification will be part of the quarterly periodic and on-boarded Sponsored Entity review process. ***% of the Level I and II merchants tested across all portfolios must be PCI compliant or in the process of validating compliance. Level III and IV merchant PCI validation rates will be measured relative to current industry validation rates for Level III and IV merchants.
4. Prohibited merchant identification in the collective portfolios must not exceed ***% annually.
5. Onboarding documentation evidence in the collective portfolios must meet or exceed ***% annually.
6. ISO and PayFac registration with the Card Associations shall meet or exceed ***% pass rate annually.
7. Financial institutions must meet or exceed ***% FDIC or CDFI certification.
8. Chargeback transaction threshold for each Sponsored Entities shall not exceed ***% for *** consecutive months (excluding merchants that are in process of terminating or converting from Vantiv's system or do less than *** transactions per month), and for all Sponsored Entities shall not exceed ***% annually.

Schedule 2.1

COMPENSATION AMOUNT

(a) Company shall pay to Bank an annual sponsorship fee ("Sponsorship Fee"). For the period commencing on *** and ending on ***, Company shall pay to Bank a Sponsorship Fee of $*** per month.

For the period commencing *** and ending on December 31, 2024, Company shall pay to Bank a Sponsorship Fee of *** basis points (*** percent) on all Sponsored Volume (the "Sponsored Volume Calculated Fee").

Notwithstanding the foregoing, Company agrees that commencing on ***, the Sponsorship Fee shall be equal to the greater of: (i) the Sponsored Volume Calculated Fee or (ii) the Sponsored Volume Minimum Fee.

For the period commencing *** and ending on ***, the "Sponsored Volume Minimum Fee" shall be the greater of (i) $*** or (ii) $*** plus $*** for each $*** by which Total Volume exceeds $***. For example, if Total Volume is $*** for such *** month period, the Sponsored Volume Minimum Fee shall be $*** (Total Volume only exceeded $*** by $***). Similarly, if Total Volume is $***, the Sponsored Volume Minimum Fee shall equal $*** (Total Volume would exceed $*** by $***).

For each Sponsored Year in the period commencing *** and ending on December 31, 2024, the Sponsored Volume Minimum Fee shall be the greater of (i) $*** or (ii) $*** plus $*** for each $*** by which Total Volume exceeds the Applicable Baseline Amount. The "Applicable Baseline Amount" for calendar years 2020, 2021, 2022, 2023 and 2024 is set forth in the below table:

2020	2021	2022	2023	2024
$***	$***	$***	$***	$***

For example, if Total Volume in the 2020 calendar year is $***, the Sponsored Volume Minimum Fee shall be $*** (Total Volume only exceeded the Applicable Baseline Amount by $***). Similarly, if Total Volume is calendar year 2021 $***, the Sponsored Volume Minimum Fee shall equal $*** (Total Volume would exceed the Applicable Baseline Amount by $***). Similarly, if Total Volume in calendar year 2024 is $***, the Sponsored Volume Minimum Fee is $*** (Total Volume would not exceed the Applicable Baseline Amount).

During each Sponsored Year, Company shall pay the Sponsored Volume Calculated Fee in accordance with Section 2.1(a) of the Agreement. *** days after the end of a Sponsored Year, Company shall provide Bank with a calculation of Total Volume and the resulting Sponsored Volume Minimum Fee in each case for such Sponsored Year. In the event that the Sponsored Volume Minimum Fee is greater than the Sponsored Volume Calculated Fee for such Sponsored Year, Company shall promptly pay to Bank an amount equal to the difference between the two.

(b) In each Sponsored Year Company may exclude from the calculation of the Sponsored Volume Calculated Fee the Sponsored Volume of *** New National Merchant (each such excluded New National Merchant being referred to as an "Excluded Merchant"); provided that Company must notify Bank in writing of its designation of an Excluded Merchant for such exclusion within *** days after the Excluded Merchant processes its first Transaction with Company. If Company fails to notify Bank in writing of its designation of an Excluded Merchant within such *** day period, Company will forfeit its right to designate such merchant as an Excluded Merchant; and provided further that exclusion from the calculation of the Sponsored Volume Calculated Fee shall only apply to Sponsored Volume occurring from and after the month (dating back to the first day of such month) that Company provides written notice of its designation of such Excluded Merchant (i.e., if Company signs an agreement with a New National Merchant on January 1, 2020 but does not provide written notice of such designation until February 20, 2020, the Sponsored Volume of such Excluded Merchant will only be excluded from the calculation of the Sponsored Volume Calculated Fee from and after February 1, 2020). Upon Company's valid designation of an Excluded Merchant, such Excluded Merchant's Sponsored Volume will continue to be excluded from the calculation of the Sponsorship Fee for each subsequent Sponsored Year (whether or not such merchant continues to qualify as a New National Merchant). Once an Excluded Merchant is designated as provided above, such Excluded Merchant cannot be replaced or substituted by Company.

(c) The parties acknowledge and agree that, in connection with Company's prior acquisitions and integrations, Company shall pay to Bank no later than three (3) days after the Effective Date the sum of *** Dollars ($***) as consideration for Bank's provision of due diligence services related to such acquisitions and integrations.

(d) During the Term of this agreement, Company shall pay to Bank the fees set forth below for the following services: M&A advisory services; diligence costs and assistance; regulatory compliance diligence and assistance; integration assistance; and conversion costs and assistance.

(i) Fixed fees: Company shall pay an annual fixed fee equal to: $*** in 2017; $*** in 2018; $*** in 2019; $*** million in 2020; $*** million in 2021; $*** million in 2022; $*** million in 2023; and $*** million in 2024. The fixed fee will be paid in the applicable year on the earlier to occur of (i) the closing of a transaction as reasonably determined by Company; (ii) the performance of a relevant service or incurrence of a relevant cost as reasonably determined by Company; or (iii) December 1 of the applicable year.

(ii) Variable fee: Company shall pay a variable fee in any and each event that Bank commences to provide Bank Services prior to *** (for the avoidance of doubt, no variable fee will be payable if Bank commences providing Bank Services from and after ***) to any and each (A) then-existing portfolio of a Third-Party Agent pursuant to Section 4.4(b) or (B) any assets acquired by Company pursuant to Section 4.4(c) or Section 4.4(d). The variable fee shall be equal to $*** in the event that the Payment Transaction Volume for such portfolio or assets is equal to or greater than $*** billion. The variable fee shall be payable promptly following the completion of conversion activities to Bank with regard to such portfolio or assets. For the avoidance of doubt, no variable fee will be due if the Payment Transaction Volume for such portfolio or assets is less than $*** billion.

Schedule 11.4

Existing Subcontractors

ACCULYNK PAYMENT SERVICES	3DELTA SYSTEMS INC
ACS STATE & LOCAL SOLUTIONS INC	ACH DIRECT INC
ALDELO LP	ADJACENT INNOVATIONS LLC
AMERICAN EXPRESS	ALLIANCE DATA SYSTEMS
ARISTEN GROUP LLC	ANTIPODEAN LABS LLC
ASH PAYMENT SOLUTIONS INC	ARMED FORCES FINANCIAL NETWORK LLC
ATX INNOVATION INC	ATTITUDE POSITIVE INC
AZTPOS	AUGEO CONSUMER ENGAGEMENT SERVICES
BANCORP BANK	BANC CARD - TEXAS LLC
BANKDATA SERVICES	BANK OF EDWARDSVILLE
BILL ME LATER INC	BEAZLEY USA SERVICES INC
BROOKFIELD EQUINOX LLC	BOOKS A MILLION INC
BUYPASS CORP	BROSLEY LIMITED
CAMPGROUND AUTOMATION SYSTEMS (SUNRISE)	CAFFE FANTASTICO
CANADIAN IMPERIAL BANK OF COMMERCE	CANADAS PROFESSIONAL SCHOOL OF MUSIC AND ARTS - MOTO
CARD MANAGEMENT CORPORATION	CARD FULFILLMENT SERVICES
CARDFREE INC	CARD MANAGEMENT CORPORATION FIRST DATA RESOURCES
CARDWATCH LICENSING LTD	CARDINAL COMMERCE
CARTERA COMMERCE INC	CARROLLTON BANK
CATALYST CARD COMPANY	CASHSTAR INC
CHECKFREE SERVICES CORPORATION	CHASE PAYMENTECH
CITICORP DINERS CLUB INC	CITIBANK NEW YORK
CITY OF NORTH OLMSTED	CITICORP SERVICES INC
CONCORD BANK	COLUMBUS BANK AND TRUST COMPANY
COUNTY OF WESTCHESTER	CONTROL SCAN INC
CPI CARD GROUP INDIANA INC	CPI CARD GROUP - COLORADO INC
CREDORAX	CREDIT UNION 24 INCORPORATED
CSG SYSTEMS INC	CRYSTAL BRIDGES MUSEUM OF AMERICAN ART
DATALINE SYSTEMS INC	CUSTOM DATA PROCESSING INC
DECISIONWISE	DAVID WERNER INC
DFS SERVICES LLC	DELAWARE BUSINESS SYSTEMS
DIGITAL RIVER GMBH	DIGITAL RIGHT BRAIN LLC
DINERWARE	DINERS CLUB INTERNATIONAL LTD
DISCOVER FINANCIAL SERVICES	DINING A LA CARD
DYNAMICS PRODUCTS MIDWEST	DURANGO LLC
ELECTRONIC CLEARING HOUSE INC	EDIBLE ARRANGEMENTS - CORPORATE
ELIZABETH ARDEN INC	ELEMENT PAYMENT SERVICES
ENTELIT SOLUTIONS - ECOMMERCE	ENSENTA CORPORATION
FANTANA ITALIAN RESTAURANT	EPL
FIFTH THIRD BANK	FAST TRANSACT INC

FIRST AMERICAN PAYMENT SYSTEMS	FIFTH THIRD BANK FIRST NATIONAL BANK OF OMAHA TSYS ACQUIRING SOLUTIONS LLC
FIRST NATIONAL BANK OF OMAHA	FIRST DATA SOLUTIONS
FISERV SOLUTIONS INC	FIRST PREMIER BANK
FOUR BROTHERS PIZZA INN	FLEETCOR TECHNOLOGIES INC
G6 TECHNOLOGY	FRANKFORD HOSPITALS
GEMALTO INC	GALITT US CORP
GIACT SYSTEMS LLC	GEORGIA THRIFT STORES INC
GLOBAL ETELECOM	GLOBAL DIRECT
GLOBAL PAYMENTS INC	GLOBAL PAYMENTS CANADA
GLOBAL PAYMENTS INC MASTERCARD INTERNATIONAL INCORPORATED	GLOBAL PAYMENTS INC GLOBAL PAYMENTS CANADA
GREEN DOT CORPORATION	GOOGLE PAYMENT CORP
HEARTLAND PAYMENT SYSTEMS IN	HARRISONTUCKER LLC
HOSPITALITY DATA SYSTEMS INC	HOME STATE BANK
IMAGE WASH	HYLAND HILLS PARK & RECREATION DISTRICT
INBORNE TECHNOLOGY CORP	IMOBILE3 LLC
INCOMM	INBS KONRAD KECK
INSTORE OWN POS	INNOVATION DATA PROCESSING
iPay Technologies	IP COMMERCE INC
IT4MERCHANT SOLUTIONS LTD	ISLAND SNOW (CA100)
J2 RETAIL SYSTEMS INC	J P MORGAN ELECTRONIC FINANCIAL SERVICES INC
KAHOOTS INC	JET LITHOCOLOR INC
LAUNCH 3 LLC	LA ROSETTA
LYNDA.COM INC	LUSH HANDMADE COSMETICS LTD
MASTERCARD INTERNATIONAL INCORPORATED	MAGTEK INC
MERCHANT APPLICATIONS INC	MASTERFILES INC
MERIDIAN FARM MARKET	MERCHANT LINK LLC
MICHAEL FITCHETT	METABANK
MICROBIZ LLC	MICHAEL SILVER
MIDNITE EXPRESS INC	MIDAX INFINITE POSSIBILITIES
MOBILECHECKOUT.COM LLC	MILLENNIUM DIGITAL TECHNOLOGI
MOORE CENTER SERVICES	MOJIMAN INC
NATIONAL BUSINESS PRODUCTS	MULLIGANS SPORTS GRILL INC
NETS INC	NCO FINANCIAL SYSTEMS INC
NOURI FAMILY RESTAURANT	NEW ENGLAND CREDIT CARD SYSTEMS
OBERTHUR	NYCE
OFFICIAL PAYMENTS CORPORATION	ONE POINT RETAIL SOLUTIONS
ONLINE RESOURCES CORPORATION	OTI AMERICA INC
PANGOUSA LLC	PARC ONTARIO LLC
PARK SLOPE CIVIC COUNCIL	PARTY FOR LESS INC
PAYMENT REVOLUTION LLC	PAYMENTECH NETWORK SERVICES
PAYPAL INC	PAYSIMPLE INC
PAYTRONIX SYSTEMS INC	PAYX INTERNATIONAL LIMITED
PBM GRAPHICS	PBUS TECH INC

PC AND MP SERVICE	PEARSONS LUMBER YARD
PERFECT PLASTIC PRINTING CORP	PERFORMANCE INC
PHARMACA INTEGRATIVE PHARMACY INC	PHP POINT OF SALE LLC
PITNEY BOWES	PLANET BINGO
PLANET MERCHANT PROCESSING	PLANET PAYMENT INC
PLANNET LOGIX INC	PLUG & PAY TECHNOLOGIES INC
POS OF MICHIGAN	POS PARTNERS INC
POS SOS LLC	POS SPECIALISTS
POS VENTURES LLC	POSIOS
POSITION CORP	POSNET INC
POS-X INC	PUEBLO BANK & TRUST COMPANY
PULSE NETWORK INC	RAIN1 SOLUTIONS LLC
RAPIDADVANCE LLC	REALTIME POS INC
RESTOPOD LLC	RETAIL PLUS POS
REVENTION INC	REVENUE MANAGEMENT SOLUTIONS LLC
RIDHAM INC	RIPPLE POS INC
RJZ LTD	ROYAL PET MARKET AND RESORT LLC
RR DONNELLEY INC	SALE CONTROL SYSTEMS LTD
SAS COMFORT SHOES	SATURN RETAIL MANAGEMENT SYSTEMS LLC
SAZU INC	SCANSOURCE INC
SEAMLESS CARE PHARMACY	SHAZAM INC
SHISEIDO AMERICAS CORPORATION	SHOPIFY INC
SILICUS TECHNOLOGIES LLC	SILVERWARE POS INC
SILVO US	SIMPLISTIC POS
SIXTH SENSE POINT OF SALE INC	SKIVVIES FOR HER
SLK AMERICA INC	SLK GLOBAL BPO SERVICES PRIVATE LIMITED
SLK SOFTWARE SERVICES	SMARTTAB POS
SOFTTOUCH LLC	SOUTHERN UTE INDIAN TRIBE LEGAL DEPT
SOUTHWEST CASH SYSTEMS INC	SPEEDLINE SOLUTIONS
SPF SOLUTIONS LLC	SPLASH CAR WASH INC
SPLITABILITY PTY LTD	SPOONITY INC
SRIDEVI TECHNOLOGY SOLUTIONS	STAR NETWORKS
STERLING CARD SOLUTIONS LLC	SUBTLEDATA INC
SWITCH COMMERCE LLC	SWITCH INTERNATIONAL BOWLING EKIPMANLARI AS
SWITCHSOLVE INC	T4MOBILE SOLUTIONS
TANDA TECHNOLOGIES - ECOMM	TATA AMERICA INTERNATIONAL CORPORATION
TCSP INC	TELEPERFORMANCE USA
TERMINAL MANAGEMENT CONCEPTS LTD	T-GATE LLC
THE ADVANCE FUNDING COMPANY LLC	THE FALL TATTOOOING ETC
THE FUND FOR THE PUBLIC INTEREST INC	THE ITRANSACT GROUP VALUE EXCHANGE CORPORATION
THOMSON REUTERS	THORNTONS INC
TOAST INC	TOTAL SYSTEM SERVICES INC
TOWN NORTH BANK NA	TRANPOS
TRANSACTION NETWORK SERVICES INC	TRANSACTIONTREE INC
TRANSCARD LLC	TRANSCENTRA INC
TRINITEQ INTERNATIONAL PTY LTD	TRITON SYSTEMS OF DELAWARE LLC

TSYS ACQUIRING SOLUTIONS LLC	TSYS ACQUIRING SOLUTIONS LLC FIRST DATA MERCHANT SERVICES CORP
TUSCARORA COUNCIL BSA	TWITCHTV
UNITED FINANCIAL CREDIT UNION	UNTILL USA INC
US BANK	VANCO PAYMENT SOLUTIONS LLC
VECTRON SYSTEMS AG	VELOCITY MOBILE INC
VENDEASE	VENDOR SAFE TECHNOLOGIES LLC
VENDSCREEN INC	VERICHECK INC
VICTORY POS	VISA USA
VISTA ENTERTAINMENT SOLUTIONS	VISUAL INFORMATION PRODUCTS INC
WAND CORPORATION	WELLERO
WESTERN UNION	WESTERN VARIETIES WHOLESALE INC
WICLOUD POS	WOODS CYCLE COUNTRY LP
WOODY'S BAR-B-Q DARTMOUTH	WORLDWIDE PAYMENT SERVICES INC
WORLDWIDEDIRECT PROCESSING INC	YAZ LTD
ZEUSPOS	ZING CHECKOUT
ZONAL HOSPITALITY SYSTEMS INC	

Exhibit 10.2

CONFIDENTIAL TREATMENT REQUESTED

INFORMATION FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED IS OMITTED AND NOTED WITH "*". AN UNREDACTED VERSION OF THIS DOCUMENT WILL ALSO BE PROVIDED TO THE SECURITIES AND EXCHANGE COMMISSION.**

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into as of July 27, 2016 (the "Execution Date") by and between Fifth Third Bank, an Ohio corporation having its principal office at 38 Fountain Square Plaza, Cincinnati, Ohio 45763 ("Customer") and Vantiv, LLC, a Delaware limited liability company, having its principal office at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 ("Vendor"). For the mutual promises made herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Vendor and Customer hereby agree as follows:

1. **Definitions; Interpretations**.

For the purposes of this Agreement, capitalized terms used in this Agreement shall have the meanings set forth below or in the Addenda hereto:

"2016 Fees" has the meaning given to such term in Section 7(i)(a) of this Agreement.

"Acquired Entity" has the meaning given to such term in Section 2(v)(a) of this Agreement.

"ACRO" is a designation referring to a Customer's regional division and is provided by Customer for Vendor's use in billing.

"Addendum" or "Addenda" shall mean any addenda executed by both Parties and incorporated herein or referenced in this Agreement, which, together with this Master Services Agreement, describe the terms under which the Services will be provided by Vendor to Customer, and the fees to be charged therefor.

"Agreed Non-Organic Growth in Service Fees" shall mean an amount determined by the Parties in good faith which is equal to the average monthly fees for the *** calendar months prior to the applicable date of discontinuance for Services utilized by an entity or assets acquired by Customer after the date hereof which entity or assets utilize Services hereunder. Customer agrees to maintain and provide to Vendor upon request such records as are reasonably necessary to calculate any Agreed Non-Organic Growth in Service Fees.

"Agreement" shall mean this Master Services Agreement and each Addendum executed by both Parties and attached hereto or referenced in this Agreement, and all documents and other materials incorporated herein by reference.

"Applicable Law" shall mean all laws (including common law), codes, statutes, ordinances, treaties, rules, regulations, published standards, permits, judgments, writs, written consents, written opinions, written interpretations, written approvals, written authorizations, injunctions, written rulings or orders, official directives or decrees, administrative guidance or other regulatory bulletins or guidance, regulatory examinations or orders (whether written or oral), decrees and orders, in each case of or by any Government Entity and reasonably related to compliance with applicable law, as the same may be updated from time to time.

"Audit" has the meaning given to such term in Section 32(i) of this Agreement.

"Auditor" has the meaning given to such term in Section 32(iv) of this Agreement.

"***" has the meaning given to such term in Section *** of this Agreement.

"Card Association" shall mean the payment networks or associations, including any EFT or ATM network or association, that have been agreed to by the Parties, and any other payment network or association that Customer and Vendor mutually agree constitutes a "Card Association" hereunder.

"Card Association Rules" shall mean the by-laws, operating regulations, and rules of the respective Card Associations.

"Confidential Information" shall mean and include, without limitation, any information provided by one Party to the other Party in connection with this Agreement, in whatever form (whether tangible, intangible, electronic, oral or otherwise); the terms and or existence of this Agreement; technical processes and formulas; source codes; product designs; sales, cost and other unpublished financial information; customer information; product and business plans; projections; marketing data; trade secrets; specifications; programs; instructions; object code; intellectual property rights; technical know-how; methods and procedures for operation; benchmark test results; information about employees; marketing strategies; Services; customer names; business or technical plans and proposals (in any form); and any other information which is or should reasonably be

understood to be confidential or proprietary to Customer or Vendor, as applicable. Confidential Information of Customer shall also include Nonpublic Personal Information.

"Core Service" means any Service that has been agreed to by the Parties as a "Core Service" in the List of Services.

"Customer" has the meaning given to such term in the preamble to this Agreement.

"Custom Modification" has the meaning given to such term in Section 2(ii)(e) of this Agreement.

"Customer Indemnified Party" has the meaning given to such term in Section 10(iii) of this Agreement.

"Data Compromise Event" means an event in which a third party (i.e., a Person other than Vendor, Customer, or their respective Affiliates) gains, or in which Vendor has reason to believe a third party is likely to have gained, unauthorized or unlawful access to primary account numbers, card verification values, magnetic-stripe data, data subject to PCI Requirements, Nonpublic Personal Information, or any other information the disclosure of which would trigger disclosure obligations or liability under Applicable Law or the Card Association Rules.

"Defect" has the meaning given to such term in Section 4(i) of this Agreement.

"Discontinuance Look-back Period" has the meaning given to such term in Section 2(iii)(e)2 of this Agreement.

"Discontinued Service" has the meaning given to such term in Section 2(iii)(e)2 of this Agreement.

"Discontinued Service Fee" has the meaning given to such term in Section 2(iii)(e)2 of this Agreement.

"Dispute" has the meaning given to such term in Section 17 of this Agreement.

"Documentation" means the technical, operational and user manuals regarding the Services that include a complete and detailed description of the use, operation, functions, and performance of the current version of the Services, as the same may be modified from time to time in accordance with this Agreement, and that are provided to Customer by Vendor.

"Event of Default" has the meaning given to such term in Section 5(i) of this Agreement.

"Event of Default Baseline Amount" has the meaning given to such term in Section 5(iii) of this Agreement.

"Event of Default Look-back Period" has the meaning given to such term in Section 5(iii) of this Agreement.

"Excluded Inventions" has the meaning given to such term in Section 2(ii)(e) of this Agreement.

"Execution Date" has the meaning given to such term in the preamble to this Agreement.

"Existing Services Agreement" has the meaning given to such term in Section 2(v)(a) of this Agreement.

"Existing Subcontractor" has the meaning given to such term in Section 2(vii) of this Agreement.

"Fees" shall mean either or both of the 2016 Fees and the Revised Fees, as applicable.

"FFIEC" has the meaning given to such term in Section 32(ii) of this Agreement.

"Force Majeure Event" has the meaning given to such term in Section 4(iii) of this Agreement.

"Government Entity" means any federal, state or local government or any court, administrative agency, or government or regulatory authority acting under the authority of the federal or any state, local or foreign government.

"***" has the meaning given to such term in Section *** of this Agreement.

"Improvement Plan" has the meaning given to such term in Section 2(iii)(d) of this Agreement.

"Indemnified Party" has the meaning given to such term in Section 10(v)(a) of this Agreement.

"Indemnifying Party" has the meaning given to such term in Section 10(v)(a) of this Agreement.

"List of Services" mean the Core Services and Non-Core Services as agreed to by the Parties.

"Monetary Cap" has the meaning given to such term in Section 10(i) of this Agreement.

"New Service" has the meaning given to such term in Section 2(ii)(d) of this Agreement.

"Non-Core Service" means any Service that has been agreed to by the Parties as a Non-Core Service in the List of Services, including but not limited to (i) as of January 1, 2017, Omnishield Services, (ii) as of July 1, 2019, Fraud Case Work, (iii) as of December 1, 2017, HSA Servicing, and (iv) as of July 1, 2018, ATM Promotional Messaging. For avoidance of doubt, Omnishield Services, Fraud Case Work, HSA Servicing and ATM Promotional Messaging shall be considered Core Services until January 1, 2017, July 1, 2019, December 1, 2017, and July 1, 2018 respectively.

"Nonpublic Personal Information" shall have the meaning given to such term as used and defined in the Gramm-Leach-Bliley Act and its implementing regulations.

"Notice of Election" has the meaning given to such term in Section 10(v)(a) of this Agreement.

"Obsolete Service" has the meaning given to such term in Section 2(iii)(d).

"Operational Change" means any change to the Services (including any Updates and Upgrades) that reasonably could be expected to meaningfully (i) diminish the availability, functionality, usability or technical environment (including security) of the Services, or (ii) increase the obligations of or costs incurred by Customer to make use of the Services.

"Optional Upgrade" means an enhancement to the Services which is an optional enhancement of a Service or which adds optional new Services or features to an existing Service.

"P2P Invoicing System" has the meaning given to such term in Section 7(iii) of this Agreement.

"Party" means either Vendor or Customer, as applicable, and "Parties" means both Vendor and Customer.

"PCI Requirements" shall mean the Payment Card Industry Data Security Standard ("PCI DSS"), the Payment Application Data Security Standard ("PA DSS"), and any other standard or requirement promulgated by the Payment Card Industry Security Standards Council ("PCI SSC"), or any successor to the PCI SSC, applicable by its terms or pursuant to Card Association Rules to the Vendor or the Services.

"Person" means and includes any individual, partnership, joint venture, corporation, company, bank, trust, unincorporated organization, government or any department, agency or instrumentality thereof.

"Processing Service" is any service that is reasonably related to a Service.

"Remediation Plan" has the meaning given to such term in Section 4(ii)(a) of this Agreement.

"Replacement Service" has the meaning given to such term in Section 2(ii)(b) of this Agreement.

"***" has the meaning given to such term in Section *** of this Agreement.

"Revised Fees" has the meaning given to such term in Section 7(ii) of this Agreement.

"Risk Standards" means the Risk Standards that have been agreed to by the Parties, which set forth certain risk control and regulatory requirements Vendor is required to comply with in connection with this Agreement, as such standards may be updated by Customer from time to time with the written consent of Vendor; provided, however, that such consent shall not be unreasonably withheld, conditioned or delayed; and provided, further, that Customer shall not be required to obtain the written consent of Vendor if Customer determines that a change to the Risk Standards is required by or reasonably necessary to comply with Applicable Law.

"***" has the meaning given to such term in Section *** of this Agreement.

"Sensitive Services" has the meaning given to such term in Section 2(vii) of this Agreement.

"Service Levels" means the standards agreed to by the Parties by which Vendor shall provide the Services to Customer and including the non-exclusive remedies accruing to Customer for Vendor's failure to meet or exceed such standards. The Service Levels are part of the List of Services.

"Services" shall mean the services, functions and responsibilities provided by Vendor to Customer as described in this Agreement and the List of Services, and any New Services that may be provided pursuant to this Agreement in the future.

"Services Invoice" has the meaning given to such term in Section 7(iii) of this Agreement.

"Subcontractor" means any agent, contractor, supplier or vendor of Vendor.

"Term" has the meaning given to such term in Section 11 of this Agreement.

"Terminated Service" has the meaning given to such term in Section 2(iii)(e)3 of this Agreement.

"Terminated Service Fee" has the meaning given to such term in Section 2(iii)(e)3 of this Agreement.

"Termination Baseline Amount" has the meaning given to such term in Section 2(iii)(e)3 of this Agreement.

"Termination Look-back Period" has the meaning given to such term in Section 2(iii)(e)3.

"Third-Party Reviewer" has the meaning given to such term in Section 2(iii)(d) of this Agreement.

"Transition Assistance Period" has the meaning given to such term in Section 4(v) of this Agreement.

"Updates and Upgrades" means corrections, patches, bug fixes, other technical improvements relating to the existing features and functionality of the Services, or any non-optional new features or functionality of the Services.

"Vendor" has the meaning given to such term in the preamble to this Agreement.

"Vendor Indemnified Party" has the meaning given to such term in Section 10(iv) of this Agreement.

"Work Product" has the meaning set forth in Section 2(ii)(e) of this Agreement.

The Parties agree that all Addenda shall be incorporated herein and made part of this Agreement. This Agreement contains the general terms and conditions applicable to each Addendum. Each Addendum supplements this Agreement.

2. **Services**.

(i) Vendor's Obligations.

(a) Vendor will perform the Services in accordance with and as set forth in the Agreement and the Addenda.

(b) Vendor will ensure that the Services are and remain in compliance with (and will enable Customer's compliance with) all Card Association Rules and Applicable Law, and Vendor will not charge Customer for any modifications or updates to the Services related to any changes to Card Association Rules or Applicable Law.

(c) Except for any change in the Services which Vendor reasonably determines is required by Applicable Law or to comply with Card Association Rules (which Vendor shall use its best efforts to implement such changes, and further Vendor shall use commercially reasonable efforts to implement such changes in a manner that has the least adverse impact on Customer and with as much advance written notice as is possible):

1. Vendor shall notify Customer in writing at least *** days prior to any proposed Operational Change that Vendor plans to implement, and Customer may object to the proposed Operational Change within *** days of receiving such notice from Vendor.

2. If Customer objects within such period of time, the proposed Operational Change shall not become effective; provided, however, that the Parties will thereafter work together in good faith for a reasonable period of time to reach a mutually agreeable resolution that meets the Parties' interests. If Customer does not object to any Operational Change within the above-described objection period, Vendor may implement such proposed Operational Change, provided that all such Operational Changes must be implemented in accordance with a schedule that is reasonably acceptable to Customer.

3. The foregoing procedures shall not apply in the event that Operational Changes are temporarily necessary to maintain continuity of the Services. With respect to temporary Operational Changes made to maintain continuity of the Services, Vendor will document and provide to Customer notification (which may be given orally, provided that any oral notice must be confirmed in writing to Customer within *** business days) of the temporary Operational Change no later than the next business day after the temporary Operational Change is made.

4. Notwithstanding the foregoing, in the event that changes other than Operational Changes are made by Vendor that might reasonably be expected to impact Customer's provision of services to Customer's customer or otherwise impact Customer's cost of using or benefitting from the Services, Vendor shall provide notice to Customer at least *** days prior to implementation of any such change. In the event that Vendor fails to provide notice to Customer, Vendor shall bear any and all costs associated with such changes and Customer shall be entitled to any other applicable remedies as stated in the Service Levels.

(d) Vendor agrees, as necessary, to cause the Services to evolve and to be modified, enhanced, supplemented and replaced for the Services to be of at least the same quality as the Services provided by Vendor to other large customers. During the Term, Customer shall have the right to operate on, and receive the Services from, Vendor's most current processing platform being used by Vendor's other large financial institution customers for no new or additional charge under this Agreement; provided, however, that nothing in this Section 2(i)(d) is intended to eliminate Customer's obligation to pay for New Services, Optional Upgrades or Replacement Services as provided hereunder.

(e) Customer is required, as a banking entity, to assure the safety, soundness and continuity of certain essential banking functions. Vendor acknowledges that its performance of its obligations under this Agreement may be critical to the essential banking functions of Customer. Accordingly, notwithstanding any provisions to the contrary contained in this Agreement or any other agreement between the Parties, Vendor shall not interrupt or cease providing any Services during the Term (which for purposes of this Section 2(i)(e) shall include any Transition Assistance Period) to the extent the same are necessary to Customer's essential banking functions, as determined by Customer in its reasonable discretion, due to an asserted breach of this Agreement by Customer or otherwise. Vendor acknowledges and agrees that Vendor's remedies for breach of this Agreement relating to the provision of essential banking functions shall be limited to (i) equitable relief that does not have the effect of interrupting such functions or (ii) monetary damages. Vendor acknowledges that it has waived its right to seek equitable relief that will interrupt the essential functions of the Services and agrees not to seek any such equitable relief. Notwithstanding the foregoing, the provisions of this Section 2(i)(e) shall not apply in the event that the asserted breach by Customer is for the failure to pay undisputed fees due to Vendor hereunder, provided, however, that in no event shall Vendor be permitted to immediately cease providing any Services to Customer, but in such case may instead prepare for the termination of its provision of Services to Customer by assisting Customer to transition to another provider of such Services in a commercially reasonable manner considering the concepts of safety, soundness and continuity of essential banking functions.

(f) Vendor shall perform the Services with at least the same degree of accuracy, quality, completeness, timeliness, and responsiveness as was provided by Vendor prior to the Execution Date. If Vendor fails to meet any service level set forth in the Service Levels, in addition to any other remedies available to Customer under this Agreement, Vendor will pay Customer the corresponding remedy set forth in the Service Levels.

(ii) Updates and Upgrades; New Services; Custom Modifications.

(a) **Updates and Upgrades**. Vendor will make available to Customer, for ***, any non-customized Updates and Upgrades to the Services that Vendor makes available *** to its other customers; provided that, the implementation of any Updates and Upgrades shall be subject to the other terms and conditions of this Agreement.

(b) **Replacement Services**. Vendor may, from time to time, make new products or services available to Customer which are intended to replace a current Service (each a "Replacement Service"), which Replacement Services shall be at such fees and expenses as agreed to by the Parties (provided, however, that if Vendor is replacing a current Service across its platform, then the Replacement Service shall be provided at such fees and expenses that do not exceed those charged for the current Service); provided that, the implementation of any Replacement Service shall be subject to the other terms and conditions of this Agreement; and provided further that, in the event Vendor for any reason requires Customer to accept a Replacement Service, then Vendor agrees to compensate Customer for any additional non-de minimis out of pocket expenses associated with Customer's access to or use of such Replacement Service. Vendor agrees to notify Customer as soon as commercially practicable of any impending platform-wide conversion to any Replacement Service. In the event that Customer agrees to replace a Core Service with a Replacement Service, such Replacement Service shall be considered a Core Service for purposes of this Agreement; if Customer agrees to replace a Non-Core Service with a Replacement Service, such Replacement Service shall be considered a Non-Core Service for purposes of this Agreement. In either case, the Parties shall add such Replacement Service to the List of Services, including the Service Levels.

(c) **Optional Upgrade**. Vendor may, from time to time, make an Optional Upgrade to a Service available to Customer, for which Vendor proposes to charge Customer additional fees or expenses, by delivering a written notice to Customer, which notice shall include a reasonably detailed description of (i) the additional features and/or functionality of such Optional Upgrade and (ii) the fees to be charged for such Optional Upgrade. In the event Customer elects to receive such Optional Upgrade, the terms and conditions of such Optional Upgrade shall be subject to the terms and conditions of this Agreement. Optional Upgrades to Core Services, if any, shall be considered Core Services for the purposes of this Agreement, and Optional Upgrades to Non-Core Services, if any, shall be considered Non-Core Services for the purposes of this Agreement. In the event Customer elects to receive an Optional Upgrade, the Parties shall in each case add such Optional Upgrade to the List of Services as a Core Service or Non-Core Service, as applicable in accordance with the immediately preceding sentence.

(d) **New Services**. Vendor may, from time to time, make additional services available to Customer for which Vendor proposes to charge Customer fees or expenses which are not set forth in the Fees (each a "New Service"). In the event Customer, in Customer's sole discretion, elects to receive such New Service, such New Service will be considered a Non-Core Service for the purposes of this Agreement and the Parties shall add such New Service to the List of Services as a Non-Core Service, unless (x) Customer and Vendor agree at such time that such New Service shall be a Core Service for purposes of this Agreement (in which event the Parties shall add such New Service to the List of Services as a Core Service) or (y) Customer and Vendor agree at such time that such New Service shall instead be subject to the terms and conditions of a separate agreement. For the avoidance of doubt, in the event Customer declines to receive a New Service, Vendor must continue to provide and support existing Services at no additional cost to Customer.

(e) **Custom Modifications**. From time to time, Customer may request Vendor to develop modifications or enhancements to the Services (which may include the development of new services) which are custom to, and/or only applicable to, Customer (each a "Custom Modification"). In the event Customer requests a Custom Modification, the Parties shall mutually develop and execute a statement of work to document the specific terms related to Vendor's provision of the Custom Modification, which, unless expressly stated to the contrary therein, shall be governed by the terms of this Agreement. Vendor will charge Customer for development of a Custom Modification at a rate of $*** per hour, plus reimbursement of reasonable out of pocket expenses, which may include costs of third parties engaged to assist in providing the Custom Modifications. Vendor agrees that it shall prioritize developing Custom Modifications for Customer in the ordinary course of its development of custom services or custom modifications to services for Vendor's other large customers or prospective large customers. Except as otherwise set forth in any statement of work, all work or materials, including any and all programs, derivative works, source code, object code, inventions, improvements, materials, documentation, techniques, methods and processes, which are created, made, prepared or developed by Vendor for Customer for a fee under a statement of work, but excluding any Excluded Inventions, will collectively be termed the "Work Product." Any Work Product shall be deemed to be a "work made for hire" as defined in 17 U.S.C. §101 and §201(b), and all intellectual property rights related to such copyrightable Work Product, will be the sole and exclusive property of Customer. To the extent that any Work Product does not fall within the definition of a "work made for hire," Vendor grants and assigns to Customer, without reservation, all of Vendor's worldwide ownership rights, title and interest in and to all intellectual property rights in such Work Product. "Excluded Inventions" means any Vendor intellectual property existing prior to beginning work on any statement of work or any intellectual property that was developed entirely on Vendor's own time and without the use of any Customer equipment, supplies, facilities or Confidential Information.

(f) **Pricing**. Vendor agrees that, in the event that Customer elects to receive Custom Modifications, Optional Upgrades, Replacement Services or New Services, Vendor shall make such Services available to Customer at ***.

(iii) Right of First Offer; Exclusivity; Discontinuance.

(a) During the Term, in the event that Customer determines to engage a vendor to provide it with any Processing Service which is not a Service hereunder, Vendor shall have a right of first offer to provide such Processing Service to Customer. Customer shall provide a written notice to Vendor of the Processing Service it has determined to obtain. From and after the receipt of such notice and for *** days thereafter, Customer and Vendor shall negotiate in good faith the terms under which Vendor would provide such Processing Service to Customer and whether such Processing Service will be subject to the terms and conditions of this Agreement or if such Processing Service will instead be subject to the terms and conditions of a separate agreement. If Customer and Vendor agree that Vendor will provide such Processing Service to Customer, then the Processing Service, unless otherwise agreed by the Parties, will be considered a New Service subject to Section 2(ii)(d) hereof of this Agreement. In the event that Customer and Vendor are not able to come to mutually agreeable terms, Customer shall be permitted to obtain such Processing Service from a third party.

(b) Unless the engagement of another provider for Core Services or performance by Customer itself of any Core Service is expressly permitted by the terms of this Agreement, Vendor shall be the exclusive provider of Core Services to Customer and each of its depository institution affiliates for so long as such Services are classified as Core Services hereunder. For avoidance of doubt, Customer is not subject to any exclusivity obligations to Vendor with respect to Non-Core Services, including, for such periods as they are designated as Non-Core Services, the Non-Core Services previously designated as Core Services.

(c) Customer shall be permitted to discontinue the use of a Core Service, and cease paying any fees relating thereto, in the event that:

1. Customer has replaced the discontinued Core Service with a Replacement Service in accordance with Section 2(ii)(b) hereof;

2. Commencing on July 1, 2019, Customer no longer requires the Core Service due to market or product development obsolescence or due to general marketplace changes; or

3. Commencing on July 1, 2019, Customer elects to discontinue receipt of a Core Service because it will no longer provide the services necessitating such Core Service to its customers.

In the case of 1, 2, and 3 above, Customer agrees that it shall not be permitted to obtain such Core Service from a third party and it shall not be permitted to provide such Core Service (or services similar to such Core Service) for itself.

(d) Commencing on July 1, 2019, Customer shall be permitted to discontinue the use of a Core Service, cease paying any fees relating thereto, and receive such Core Service from another provider, to the extent (A) such Core Service has been deemed by an independent third-party reviewer ("Third-Party Reviewer") to be substantially noncompetitive in quality, performance, or features with similar services available from other providers in the marketplace (an "Obsolete Service") and (B) Vendor is unable to restore such Obsolete Service to be substantially competitive in quality, performance, and features with similar services available from other providers in accordance

with this Section 2(iii)(d). In the event that a Third-Party Reviewer determines a Core Service is an Obsolete Service, Vendor shall (1) reimburse Customer for *** percent (***%) of all costs incurred by Customer in the engagement of the Third-Party Reviewer pursuant to this Section 2(iii)(d), and (2) have a period of *** days after receiving notice from Customer in which to deliver a plan to improve, change, or augment such Core Service to bring it on par with comparable market offerings ("Improvement Plan"); provided that the Improvement Plan shall set forth a date before which such improvements must take effect, and provided further that Customer shall be entitled to reject an Improvement Plan if the Third-Party Reviewer deems such Improvement Plan to be insufficient to restore such Core Service to be substantially competitive in quality, performance, or features with similar services available from other providers within a reasonable period of time. If Customer accepts the Improvement Plan, or the Third-Party Reviewer deems the Improvement Plan sufficient, and the Core Service improves prior to the applicable date set forth in the Improvement Plan such that the Service no longer qualifies as an Obsolete Service, then Customer's right to discontinue receipt of such Core Service shall not apply for so long as the Service remains a non-Obsolete Service.

Prior to engaging a Third-Party Reviewer to review any Service, Customer shall provide Vendor with written notice identifying the Core Service about which Customer intends to invoke its rights under this Section.

Customer represents and warrants that there are no facts or circumstances of which Customer has knowledge that would indicate that any Core Service is an Obsolete Service as of the date hereof.

(e) Cancellation Payments.

1. No Discontinued Service Fee or Terminated Service Fee will be due if Customer discontinues Vendor's provision of a Core Service pursuant to Sections 2(iii)(c)1 or 2(iii)(d). Additionally, no Terminated Service Fee or Discontinued Service Fee shall ever be due for termination or discontinuance of a Non-Core Service, and any such termination or discontinuance shall not be deemed a breach hereunder.

2. In the event that Customer discontinues Vendor's provision of a Core Service pursuant to Section 2(iii)(c)2 or Section 2(iii)(c)3 (each a "Discontinued Service"), Customer shall pay a cancellation fee to Vendor in respect of such Discontinued Service in an amount equal to the product of (x) and (y) (the "Discontinued Service Fee"), where (x) equals *** percent (***%) of the average amount of the monthly fees payable to Vendor (excluding third-party pass through expenses and interchange payable by Customer or Vendor) for such Discontinued Service for the *** calendar months prior to the effective date of the discontinuation of such Core Service (the "Discontinuance Look-back Period"), after giving effect to the *** percent (***%) credit described in Section 7(i)(a) for such months in the Discontinuance Look-back Period (provided, however, that in the event that the Parties have agreed to Revised Fees pursuant to Section 7(ii) hereof, the Parties shall give effect to the revised unit prices agreed to therein in lieu of the *** percent (***%) credit), if any, occurring prior to January 1, 2017, and (y) equals the number of months remaining in the Term as of the effective date of discontinuance of such Discontinued Service.

3. Except as set forth in Section 2(iii)(f) or as otherwise set forth in this Section 2(iii)(e), in the event that Customer terminates Vendor's provision of a Core Service for any reason (each a "Terminated Service"), Customer shall pay to Vendor in respect of such Terminated Service a cancellation fee in the amount of (x) multiplied by (y) multiplied by (z) (the "Terminated Service Fee"), where:

   - (x) equals the average amount of the monthly fees payable to Vendor (excluding third-party pass through expenses and interchange payable by Customer or Vendor) for such Terminated Service for the *** calendar months prior to the effective date of the discontinuation of such Core Service (the "Termination Look-back Period"), after giving effect to the *** percent (***%) credit described in Section 7(i)(a) for such months in the Termination Look-back Period (provided, however, that in the event that the Parties have agreed to Revised Fees pursuant to Section 7(ii) hereof, the Parties shall give effect to the revised unit prices agreed to therein in lieu of the *** percent (***%) credit), if any, occurring prior to January 1, 2017 (the "Termination Baseline Amount");

   - (y) equals *** percent (***%) of the Termination Baseline Amount; and

   - (z) equals the number of calendar months remaining in the Term as of the effective date of the termination of such Core Service.

4. Notwithstanding anything to the contrary in this Agreement:

   (A) If, at the time that Customer discontinues or terminates a Core Service such that the Core Service thereafter qualifies as a Discontinued Service or Terminated Service, the sum of the average amount of the monthly fees (excluding third party pass through expenses and interchange payable by Customer or Vendor) payable to Vendor for all New Services and/or Optional Upgrades, if any, for the *** calendar months prior to discontinuance of such Terminated Service or Discontinued Service (as the case may be) plus the average amount of

monthly increase in fees paid to Vendor as a result of Customer's election to receive Replacement Services or Optional Upgrades to Core Services (as compared to the fees Customer would have paid without electing to receive such Replacement Services or Optional Upgrades) for the *** calendar months prior to discontinuance of such Terminated Service or Discontinued Service (as the case may be) plus any Agreed Non-Organic Growth in Service Fees for the *** calendar months prior to discontinuance of such Terminated Service or Discontinued Service (as the case may be) exceeds the *** fees paid for all Discontinued Services and Terminated Services hereunder for the *** calendar months prior to the applicable date of discontinuance, then Customer shall owe Vendor *** Discontinued Service Fees or Termination Fees at such time; and

(B) If, at the time that Customer discontinues or terminates a Core Service such that the Core Service thereafter qualifies as a Discontinued Service and/or Terminated Service, *** (excluding third party pass through expenses and interchange payable by Customer or Vendor) payable to Vendor for all New Services and/or Optional Upgrades, if any, for the *** calendar months prior to discontinuance of such Terminated Service or Discontinued Service (as the case may be) plus *** calendar months prior to discontinuance of such Terminated Service or Discontinued Service (as the case may be) plus *** calendar months prior to discontinuance of such Terminated Service or Discontinued Service (as the case may be) is less than the sum of the average amount of the monthly fees paid for all Discontinued Services and Terminated Services hereunder for the *** calendar months prior to the applicable date of discontinuance, then Customer shall pay Vendor an amount equal to (A) the difference between the two amounts multiplied by (B) *** percent (***%) for a Terminated Service or *** percent (***%) for a Discontinued Service multiplied by (C) the number of months remaining in the Term.

5. Customer and Vendor recognize and agree that the Terminated Service Fees and Discontinued Service Fees provided for in this Section 2(iii)(e) do not constitute a penalty and are reasonable compensation proportionate to the costs and detriments incurred by Vendor in preparing to render a Service, foregoing other business opportunities, and undertaking the obligations of this Agreement in reliance on Customer's promise of exclusivity (costs and detriments that are otherwise uncertain as to amount and the difficulty of providing proof). Customer's sole obligation and liability to Vendor in connection with the discontinuance or termination of any Service shall be Customer's payment of Terminated Service Fees and Discontinued Service Fees, if any.

6. Any Terminated Service Fee or Discontinued Service Fee due hereunder shall be paid in two equal payments, one payment due promptly after Customer discontinues or terminates Vendor's provision of a Core Service hereunder and one payment due on the one (1) year anniversary of the date that Customer discontinues or terminates Vendor's provision of a Core Service hereunder.

(f) Exceptions to Cancellation Payments. Notwithstanding anything in Section 2(iii)(e) to the contrary, Vendor agrees that Customer may obtain any Service provided under this Agreement from another provider (or Customer may perform such services for itself), without cost, penalty or the payment of any cancellation payment (including any Terminated Service Fee or Discontinued Service Fee) (i) in the event of a ***, but only for so long as *** (it being understood that upon the resolution of the ***, Vendor shall promptly recommence being Customer's exclusive provider of the Services, and Vendor shall reimburse Customer for any documented reasonable out of pocket costs, including any applicable fee, penalty, and transition costs, which shall include, but are not limited to, any termination payment with the other service provider in connection with converting back to Vendor) or (ii) if Customer terminates this Agreement or the provision of an affected Service in accordance with Section 4(ii)(a) hereof. Notwithstanding anything in Section 2(iii)(e) to the contrary, an *** may obtain any Service provided under this Agreement from another provider pursuant to an ***, without cost, penalty or the payment of any cancellation payment by Customer or such ***, in accordance with and subject to *** hereof.

(g) Aggregate Discontinuance Limitation; Termination. In the event Customer discontinues and/or terminates Services such that fees paid hereunder are, or Vendor reasonably anticipates based on fees paid for such Terminated Services or Discontinued Services for the *** month period immediately prior to such discontinuance or termination, that fees paid hereunder will be, less than $*** on an annualized basis, then (i) Customer shall cease to have the right to discontinue the use of Core Services pursuant to Section 2(iii)(c)2 and Section 2(iii)(c)3 hereunder, and (ii) Vendor shall have the right to terminate this Agreement (subject to Section 2(i)(e) and Section 4(v)) by providing *** days written notice of such termination to Customer. For the avoidance of doubt, in the event that the Services are discontinued or terminated by Vendor rather than Customer, then annualized fees referenced above shall be adjusted accordingly.

(iv) Regional Servicing. Vendor shall maintain records and segregate the transactions and settlement provided for under this Agreement by geographic region, as described by Customer, using the acronyms for such geographic regions as agreed upon by Customer and Vendor.

(v) Acquisition; Merger.

(a) Upon Customer's acquisition of a third party (the "Acquired Entity") that is then subject to an effective services agreement (the "Existing Services Agreement") with another entity pursuant to which such entity provides services substantially similar to the Services, Customer may, in its discretion and upon written notice to Vendor either (i) elect that such Acquired Entity will be entitled to the rights and subject to the obligations of this Agreement or (ii) elect to exclude such Acquired Entity from the rights and obligations of this Agreement, in which event the Acquired Entity's performance under the Existing Services Agreement shall not be a breach of this Agreement. Customer shall not, and shall not permit an Acquired Entity to, extend the term of or renew any Existing Services Agreement and shall terminate, or cause an Acquired Entity to terminate, any Existing Services Agreement as soon as reasonably practicable if such termination may be accomplished without the payment of fees or the occurrence of any other monetary or material non-monetary penalty. Upon Customer's acquisition of an Acquired Entity that is then subject to an Existing Services Agreement with another entity, the Acquired Entity shall be subject to the terms and conditions of this Agreement immediately following, and without further actions by the Parties, the expiration or termination of such Existing Services Agreement. If directed to do so by Vendor and if permitted by the terms of the Acquired Entity's Existing Services Agreement, Customer will terminate the Existing Services Agreement and Vendor will pay any and all (unless Vendor and Customer mutually agree otherwise) termination, conversion, or other fees, costs, and expenses (including reasonable attorney's fees and court costs) and assume any and all liabilities associated with such termination. Notwithstanding anything in this Section 2(v)(a) to the contrary, Customer shall have no obligation to terminate or decline to renew an Existing Services Agreement if Vendor is unable to perform for Customer and/or the Acquired Entity any material service provided by another service provider under such Existing Services Agreement.

(b) Upon Customer's acquisition of an Acquired Entity that is not then subject to an Existing Services Agreement with another entity, the Acquired Entity shall be entitled to the rights and subject to the obligations of this Agreement.

(c) In the event Customer elects to convert an Acquired Entity to Vendor's system and/or the Services, the Parties shall negotiate in good faith to allocate between the Parties any costs of such conversion. In the event Vendor requires that an Acquired Entity convert to Vendor's system and/or the Services (including through any requirements set forth in this Agreement), such conversion shall be at no cost to Customer or the Acquired Entity unless otherwise agreed by Customer and Vendor. Vendor further agrees to afford and provide Customer with priority consideration and priority scheduling, at least as favorable as that generally provided to Vendor's large customers, in the conversion of such Acquired Entity.

(d) Not in limitation of the foregoing or anything else in this Agreement to the contrary, in the event Customer is acquired by an entity that is party to an agreement with a third party other than Vendor for the provision of services similar to the Services, then the terms of this Agreement shall remain in effect unless and until this Agreement expires or is otherwise terminated pursuant to the terms herein.

(vi) Relationship Management. Each Party shall appoint a relationship manager with an appropriate level of experience and expertise whose primary professional responsibility will be to manage the administration of this Agreement and any Addenda by that Party and serve as the primary contact person for all matters arising under this Agreement. The relationship managers shall meet periodically but not less than monthly to discuss matters related to this Agreement including any service level or performance issues. Customer shall be entitled to participate in any committees or user groups of Vendor in which other comparable customers of Vendor are generally invited to participate.

(vii) Subcontracting. Without limiting Vendor's obligations hereunder, except for the Subcontractors providing Services as of the Execution Date (each, an "Existing Subcontractor"), which Existing Subcontractors are listed on Schedule 2.3(vii), no Subcontractor may (1) have direct interactions with Customer's customers, (2) perform functions involving access to Nonpublic Personal Information (such activities being "Sensitive Services"), or (3) provide any other services materially impacting Vendor's provision of Services to Customer without the prior written consent of Customer, such consent not to be unreasonably withheld, conditioned or delayed. It shall not be considered unreasonable for Customer to withhold its consent if (A) the use of Subcontractor could be reasonably expected to cause Customer to violate an Applicable Law or otherwise, in the good faith opinion of Customer, subject Customer to regulatory concern, criticism or action; (B) Customer has had a problem or terminated a relationship with the Subcontractor in the past; (C) the Subcontractor is a direct competitor of Customer; or (D) for reasons that indicate that such Subcontractor would be incapable of providing the Services being subcontracted to it. In the event Customer consents to a Subcontractor, Vendor's written agreement with such Subcontractor shall include provisions that ensure that such Subcontractor has in place the technological, physical and organizational security safeguards to protect Confidential Information of Customer and customers of Customer against anticipated threats or hazards, loss, theft, unauthorized access, disclosure, copying use, modification, disposal and destruction of Confidential Information and will cause any Subcontractor to adhere to the requirements of this Agreement. Vendor agrees that its obligations hereunder are not relieved or diminished in the event of the errors or omissions of a Subcontractor and that Vendor is responsible for the performance, acts and omissions of any Subcontractor. Except for Existing Subcontractors, no Sensitive Services will be performed outside the United States (including by any Subcontractors) without the express and prior written consent of Customer, which consent shall not be unreasonably withheld or delayed, giving consideration to the diligence requirements of Customer as a regulated entity.

3. **Title to the Services**.

Except as otherwise specifically set forth in this Agreement, Customer agrees it is acquiring only a limited, nontransferable, non-sublicensable, nonexclusive right to use the Services. Except as otherwise provided herein, Vendor shall at all times retain exclusive title to the Services, including without limitation, any Vendor Confidential Information related to the Services and, except as otherwise provided in this Agreement, all developments in connection with providing the Services or during the term of this Agreement. Notwithstanding the foregoing, Vendor obtains no right, title or interest in or to (i) Customer Confidential Information provided by Customer or otherwise received by Vendor in connection with performance of the Services or (ii) data of Customer or Customer's customers. Vendor represents, warrants and covenants that, to its knowledge, the Services and any related materials, product, content, software and any Confidential Information supplied by Vendor do not infringe upon any patent, copyright, trademark or other proprietary information or intellectual property right of any third person.

4. **Termination by Customer**.

(i) Correcting Defects. In addition to all of Customer's other rights and remedies under this Agreement, in the event that any materials or Services furnished by Vendor are inaccurate, incomplete, or incorrect in a manner that is not material to Vendor's performance or Customer's use of any Services (collectively a "Defect"), Vendor will use commercially reasonable efforts to correct the Defect (whether by reprocessing or re-performance of such Services including any data recovery until they are complete, accurate and correct, including any adjustments required thereby) or, if Vendor is unable to correct the Defect using commercially reasonable efforts, then Vendor shall effect an equitable reduction of the price paid or payable for the Services to which such Defect relates. Vendor shall bear all costs associated with correction or equitable reduction related to a Defect.

(ii) Material Breach.

(a) In the event Customer reasonably believes that Vendor has materially breached its obligations under this Agreement or otherwise fails to perform any term, condition or obligation hereunder (including any Addenda) in a manner that has resulted or could reasonably be expected to result in a material adverse impact or effect on Customer or Customer's use of or benefit from the Services, Customer may provide to Vendor a written notice specifically describing the nature of such breach or failure and the approximate date on which Vendor breached the Agreement or failed to so provide the Service or comply with such other term, condition or obligation. Upon receipt of such notice, Vendor shall have a period of *** days after receiving notice from Customer in which to cure such breach or failure or to deliver a plan to cure such breach or failure ("Remediation Plan"); provided that the Remediation Plan shall set forth a date before which such cure must take effect, such date not to be more than *** days from the date of Vendor's receipt of notice of such breach, and provided further that Customer has *** days after receipt of the Remediation Plan to accept or reject the Remediation Plan and terminate this Agreement or the affected Services in Customer's sole discretion, without liability or expense for Customer, in the event that the breach or failure has caused such a material adverse impact or effect or Customer reasonably believes that the cure cannot be implemented before the date that such material adverse impact or effect would reasonably be expected to occur. In all other instances, Vendor shall have until the date set forth in the Remediation Plan to cure such breach or failure. If Vendor fails to cure the breach or failure within the time period set forth in the Remediation Plan, Customer shall have a right to terminate this Agreement or the affected Services, in Customer's sole discretion, without liability or expense for Customer relating to such termination. Notwithstanding anything in this Agreement to the contrary, it shall be a material breach of this Agreement if Vendor fails to complete a significant amount of settlement, either in a single instance or in the aggregate, such that, in Customer's commercially reasonable opinion, Customer is likely to suffer significant adverse financial or regulatory consequences as a result of such failure. Upon receipt of notice of Customer's intent to terminate for such settlement failure, Vendor shall have a period of *** days in which to cure such failure. If Vendor fails to cure the failure within such *** day period, Customer shall have the right to suspend or terminate this Agreement or the affected Services immediately.

(b) Upon a termination by Customer pursuant to this Section 4(ii), Vendor shall be liable to Customer for the damages incurred by Customer as a result of Vendor's breach or nonperformance (including any costs or damages incurred by Customer in obtaining replacement services from another provider); provided, however, that such damages shall be subject to the limit on liability set forth in, and the other applicable provisions of, Section 10.

(c) The effective date of any termination pursuant to this Section 4(ii) shall be on such date as Customer may elect, in Customer's sole discretion, which date shall be communicated to Vendor in a notice of termination.

(iii) Excused or Delayed Performance. Neither Party shall be deemed to be in default under this Agreement nor liable for any delay or loss in the performance, failure to perform, or interruption of any Services to the extent resulting from: errors in data provided by Customer (in the case of Vendor's performance), fire or other casualty, governmental orders, acts of civil or military authority, national emergencies, acts of God, war, riots, acts of terrorism or any other cause, whether similar or dissimilar to the foregoing, beyond the commercially reasonable control and expectation of the non-performing Party (any such event, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Party suffering such event shall immediately notify the other Party of the cause and anticipated duration of such Force Majeure Event, and performance by the non-performing Party shall be excused until the Force Majeure Event has ceased and the non-performing Party has had a reasonable time to again perform under the Agreement. In such event, Customer may obtain substitute services for the duration of such event as set forth in Section 2. For the avoidance of doubt, this Section 4(iii) shall be subject to, and shall not in any way limit or reduce, Vendor's obligations under Section *** of this Agreement.

(iv) Insolvency of Vendor. In the event that Vendor becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation or similar proceeding, a receiver or conservator is appointed for Vendor if such appointment is not vacated or stayed, or within *** days after the expiration of any such stay, if such appointment is not vacated, or Vendor makes an assignment for benefit of creditors, or admits its inability to pay its debts as they come due, Customer shall have the right to immediately terminate this Agreement upon written notice to Vendor.

(v) Transition/Conversion. In connection with the termination or expiration of this Agreement for any reason, Vendor and Customer will each assist the other in any orderly termination of this Agreement and the transfer of all data and information, assets, tangible or intangible, as may be necessary for the orderly conversion of Customer from Vendor and as further described in the process for deconversion as agreed to by the Parties in the List of Services. Notwithstanding anything to the contrary contained herein, in the event of the termination, expiration or non-renewal of this Agreement (other than a termination by Vendor as a result of Customer's failure to pay undisputed fees due to Vendor hereunder, which conversion shall be governed by Section 2(i)(e)), upon the written request of Customer, Vendor shall continue to provide the Services to Customer under the same terms and conditions described in this Agreement and any applicable Addenda for up to *** months, commencing on the date of termination or expiration of this Agreement (the "Transition Assistance Period"). Termination of this Agreement by Customer shall not relieve Vendor from any liability or obligation to Customer arising prior to such termination, subject to the limitations on liability in this Agreement generally. Customer shall pay Vendor for any deconversion services described in this Agreement or the process for deconversion as agreed to by the Parties in the List of Services at the rate of $*** per hour and shall reimburse Vendor for Vendor's reasonable out-of-pocket expenses associated with such deconversion services; provided, however, that Customer shall not be obligated to pay Vendor any amounts for deconversion services described in this Agreement or the process for deconversion as agreed to by the Parties in the List of Services if Customer has terminated this Agreement pursuant to Section 4(ii) hereof. In the event that Vendor provides Services pursuant to Section 2(i)(e) or this Section 4(v) after the expiration of the Term (the Parties agreeing that the Term does not include the Transition Assistance Period) or if this Agreement is terminated pursuant to Section 2(iii)(g), then (i) the fees for such Services for the *** month period following the expiration of the Term (or the termination of this Agreement, as applicable) shall be at *** percent (***%) of the fees being charged at the end of the Term (or as of the termination of this Agreement, as applicable) and (ii) the fees shall be increased by *** percent (***%) on each and every *** month anniversary of the end of the Term (or termination of this Agreement, as applicable) thereafter.

5. **Termination by Vendor**.

(i) Default by Customer. Customer shall be in default under this Agreement upon the occurrence of any of the following events (each, an "Event of Default"), and upon such occurrence, subject to Section 2(i)(e) hereof, Vendor may at any time thereafter, terminate this Agreement as described below.

(a) In the event that Customer becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation or similar proceeding, a receiver is appointed for Customer (or any direct or indirect parent company thereof), if such appointment is not vacated or stayed, or within *** days after the expiration of any such stay, if such appointment is not vacated, or Customer (or any direct or indirect parent company thereof) makes an assignment for benefit of creditors, or admits its inability to pay its debts as they come due, Vendor shall have the right to immediately terminate this Agreement upon written notice to Customer.

(b) In the event Customer is in material default of any terms or conditions of this Agreement or any Addendum, Vendor shall provide written notice thereof to Customer describing such default or violation. Upon receipt of such notice, Customer shall have *** days to cure such default or violation that has occurred, or such longer time as mutually agreed upon by the Parties provided that if such default or violation cannot reasonably be cured within such period of time and so long as Customer is acting reasonably diligently to cure such default or violation, then Customer shall have up to *** additional days following the expiration of such initial *** day cure period, to cure such default or violation. In the event Customer fails to cure such default or violation within such time, Vendor shall have a right to terminate this Agreement effective upon not less than *** days prior written notice to Customer. Notwithstanding the foregoing, Vendor shall not be obligated to provide any written notice of, nor provide Customer with an opportunity to cure, a default of Customer's payment obligations as set forth in Section 7 hereof.

(ii) Termination. Termination of this Agreement by Vendor as provided in Section 5(i) above shall not relieve Customer from any liability or obligation to Vendor arising prior to such termination, subject to the limitations of liability in this Agreement generally.

(iii) Upon the occurrence of an Event of Default, and termination of this Agreement as a result thereof, Customer shall pay to Vendor liquidated damages in the amount of (x) multiplied by (y) multiplied by (z), where:

- (x) equals the average amount of the monthly fees payable to Vendor (excluding third-party pass through expenses and interchange payable by Customer or Vendor) for Core Services for the *** calendar months prior to the effective date of termination of this Agreement (the "Event of Default Look-back Period"), after giving effect to the *** percent (***%) credit described in Section 7(i)(a) for such months in the Event of Default Look-back Period (provided, however, that in the event that the Parties have agreed to Revised Fees pursuant to Section 7(ii) hereof, the Parties shall give effect to the revised unit prices agreed to therein in lieu of the *** percent (***%) credit), if any, occurring prior to January 1, 2017 (the "Event of Default Baseline Amount");

- (y) equals *** percent (***%) of the Event of Default Baseline Amount; and

- (z) equals the number of calendar months remaining in the Term as of the effective date of the termination of this Agreement.

(iv) Customer and Vendor recognize and agree that the liquidated damages described in Section 5(iii) do not constitute a penalty and are reasonable in proportion to the probable damages likely to be sustained in the event of any such breach in view of the uncertainty and difficulty of predicting the amount of any actual damages, Vendor foregoing other business opportunities, and Vendor undertaking the obligations of this Agreement in reliance on Customer's agreement to perform its obligations hereunder. All such amounts shall be due and payable by Customer on the effective date of termination notwithstanding that the Vendor may continue to provide services to the Customer for a limited period thereafter as contemplated by Section 4(v) or any Addendum, and Customer's payment of liquidated damages shall be Customer's sole obligation and liability to Vendor in connection with any early termination of this Agreement. For the avoidance of doubt, in the event Customer becomes liable to Vendor for liquidated damages under Section 5(iii) hereof, Customer shall not thereafter be liable to Vendor for any Discontinued Service Fee or Terminated Service Fee.

6. **Independent Contractor**. Vendor shall perform the Services as an independent contractor, and nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between the Parties hereto or any of their subsidiaries, or to provide either Party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party. Vendor shall pay all taxes on its employees, on its assets, income or other taxes to Vendor applicable under the law. Each Party shall bear all liability with respect to its employees or subcontractors it may engage, and such Parties will not be deemed third-party beneficiaries of this Agreement.

7. **Fees and Payments**.

(i) Customer shall pay to Vendor for the Services performed as follows:

(a) Effective July 1, 2016 until December 31, 2016, the fees and expenses shall be as agreed to between the Parties pursuant to the List of Services (the "2016 Fees"), provided, however, that each monthly invoice will include a credit equal to *** percent (***%) of the amount invoiced for such month for Services (excluding, for the avoidance of doubt, the fees charged for any Optional Upgrades or New Services and any third-party pass through expenses and interchange payable by Customer or Vendor); and

(b) Subject to Section 7(ii) below, commencing January 1, 2017 and until the end of the Term, the fees and expenses shall be the Revised Fees (as hereinafter defined).

(ii) The Parties agree to negotiate in good faith revised fees to take effect on January 1, 2017, (the "Revised Fees") which the Parties agree will result in a *** percent (***%) *** in the unit prices of the 2016 Fees. In the event that the Parties are unable to agree to the terms of the Revised Fees on or before January 1, 2017, then Customer shall continue to pay for the Services pursuant to Section 7(i)(a) until such time that the Parties reach agreement on the Revised Fees.

(iii) The fees payable by Customer shall be described on Vendor's Services invoices (each, a "Services Invoice"). From the Execution Date through June 30, 2019, Vendor shall provide preliminary invoices to Customer on or before the second, third and fourth business days of each calendar month in connection with Customer's monthly financial accounting process, as well as a final preliminary invoice on or before the *** business day of the calendar month. The Parties agree that no later than Company's February 2017 Service Invoice date, all Services Invoices are to be submitted electronically through Customer's Procure to Pay system ("P2P Invoicing System"). Services Invoices submitted through the P2P Invoicing System shall be provided in accordance with and subject to the service level standards provided in the Service Levels to the List of Services. From July 1, 2019 through the end of the Term, each Services Invoice shall be issued monthly for Services rendered during the prior month and shall be submitted electronically through the P2P Invoicing System no later than the *** day of each calendar month. Payment of the undisputed amounts reflected on each Services Invoice shall be due within *** days of Customer's receipt of the Services Invoice. Each Services Invoice shall provide detail and backup in a manner sufficient to permit Customer to determine the accuracy and validity of the billing, including but not limited to the following classifications: service code, unit price, volume, description, ACRO, and extended price. Customer may request, and Vendor will provide, reasonable additional information to support the fees and expenses reflected in any Services Invoice.

(iv) Customer shall initiate payment for the amount of each Services Invoice via electronic payment method as determined by Customer. Customer shall have the right to dispute the fees listed in any Services Invoice pursuant to the dispute resolution procedures set forth in Section 17 hereof, provided that notice of such dispute is given to Vendor within *** months after Customer's receipt of such Services Invoice.

(v) Customer shall be entitled to $*** in annual program development credits; provided, however, that (i) up to $*** of unused program development credits shall be rolled over from prior years (and have no impact on Customer program development credits for the current year) and (ii) any unused program development credits in excess of $*** shall be forfeited and not roll over for Customer's use the following year.

(vi) The Parties further agree and acknowledge, for the avoidance of doubt, that, effective January 1, 2016, Vendor shall have no right to effect Consumer Price Index (CPI) adjustments to the fees charged to Customer for Services.

8. **<u>Customer's Representations and Covenants</u>**.

Customer represents and warrants to Vendor:

(i) That it will comply, and will cause its employees and agents and affiliate financial institutions, to comply, with all the terms of this Agreement and any Addendum, including any amendments thereto.

(ii) That each financial institution owned by Customer is a state and/or federally chartered financial institution licensed to do business in all applicable jurisdictions in which it conducts business, and that it will comply in all material respects with all Applicable Laws applicable to its business operations except to the extent that a failure to comply with Applicable Laws could not reasonably be expected to adversely affect Customer's performance under this Agreement. Customer shall notify Vendor within *** days of any change in Customer's name, principal location or state and/or federal charter.

(iii) That it will be responsible for the quality, accuracy, and adequacy of all information supplied to Vendor to be input into Vendor's system or otherwise provided to Vendor hereunder, and that it will establish and maintain adequate audit controls to monitor the quality and delivery of such data.

(iv) That it will review all reports made available to Customer. Customer's failure to reject any settlement oriented report within *** business days of its receipt or any other report within *** days of its receipt shall constitute acceptance of the report, subject to Customer's audit rights. Any such acceptance does not waive any rights of Customer in the event the Services were performed inaccurately or incorrectly or such reports contain errors that were caused by Vendor.

(v) That, except as otherwise provided in this Agreement, it shall solely be responsible for its record-keeping as may be required of it under Applicable Laws. Notwithstanding the foregoing or any provision of the Risk Standards, Vendor shall not be obligated to retain any reports provided to Customer for a period beyond *** years after delivery, or availability as the case may be, of the report to Customer. Certain historical transaction records will be retained by Vendor, to the extent and for such time required by any Applicable Laws applicable to Vendor or required of Vendor by a Card Association, and may be provided to Customer upon request at Vendor's then standard fees.

(vi) To the extent Customer provides software, data or other information to Vendor for Vendor's use in performing its obligations under the Agreement, Customer has the right to do so and, to Customer's knowledge, Vendor's use of such software, data or other information in the course of providing the Services will not infringe upon, constitute or result in a misappropriation of, or otherwise violate the proprietary information, intellectual property or other rights of any other person.

9. **<u>Vendor Representations and Covenants</u>**.

Vendor represents and warrants to Customer:

(i) That all Services will be provided by competent professionals with the requisite skills to perform the Services, and that all Services and any deliverables, creative works, software programming, documentation, code, data, reports, studies, or other materials, methods, or procedures undertaken by Vendor pursuant to this Agreement will substantially conform in all material respects to the relevant requirements of this Agreement (including any Addenda hereto).

(ii) That it maintains insurance covering the performance of the Services to Customer as outlined in the Risk Standards.

(iii) That it will comply, and cause its employees and agents to comply, with all the terms of this Agreement and any Addendum, including any amendments thereto.

(iv) That Vendor is licensed to do business in all applicable jurisdictions in which it conducts business, and that it will comply with all Applicable Laws relevant to the provision of the Services. Vendor will notify Customer within *** days of any change in Vendor's name or principal location.

(v) That Vendor has the corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and Addenda pursuant hereto and to provide the Services and carry out its obligations hereunder including having all systems, facilities and personnel required for that purpose.

(vi) That Vendor will perform the Services in accordance with Applicable Laws, Card Association Rules and the service standards specified in any Addenda. The contents of all reports provided to Customer shall be complete and correct in all material respects.

(vii) That, to Vendor's knowledge, Vendor owns or otherwise has the rights to license any software, materials, programs, or other property to Customer used by Vendor in the performance of the Services under this Agreement and further that any Services shall not violate or infringe upon the copyright, trademark, patent, trade secret or other intellectual property right of a third party.

(viii) That Vendor is and shall remain throughout the Term compliant with all applicable PCI Requirements, relevant Card Association Rules, and Applicable Laws.

(ix) That Vendor shall provide Customer with copies of its then-current Documentation, and when applicable, from time-to-time, provide Customer with updates to such Documentation if and when the Services are modified. Vendor covenants

that the Documentation is complete and detailed in all respects and describes the use, operation, functions, and performance of the Services and corresponds to the current version of the Services provided to Customer.

10. **Limits on Liability; Indemnification**.

(i) Limits on Liability. EXCEPT THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither Party shall be liable to the other Party under this Agreement for any incidental, special, consequential or punitive damages suffered by the other Party, its customers or any third party in connection with the Services provided hereunder. Subject to subsection (ii) below, neither Party's liability hereunder shall exceed (x) $*** per event giving rise to the liability, or (y) $*** in the aggregate for all events giving rise to liability (each of (x) and (y), the "Monetary Cap").

(ii) The Monetary Cap and other limitations on liabilities set forth herein shall not be applicable to a Party's liability caused by or resulting from (i) a Party's gross negligence or willful misconduct or material violation of Applicable Laws; (ii) Vendor's failure, loss or incorrect settlement of funds; (iii) a Party's breach of any intellectual property representation, warranty or covenant in this Agreement; (iv) a Party's breach of the confidentiality provisions set forth in the Risk Standards, including any Exhibit thereto and any Addenda thereto; (v) a Party's indemnification obligations hereunder; (vi) fines or penalties assessed against a Party due to the other Party's material breach of Card Association Rules relevant to Customer or Vendor or the Services; (vii) the occurrence of a Data Compromise Event; (viii) Vendor's right to receive liquidated damages pursuant to Section 5(iii); or (ix) any unpaid Terminated Service Fees or Discontinued Service Fees owed by Customer pursuant to Section 2(iii)(e). No cause of action, regardless of form, shall be brought by either Party under this Agreement more than 1 year after the cause of action arose.

(iii) Vendor's Indemnification of Customer Indemnified Parties. Vendor will indemnify, defend and hold Customer, its directors, officers, employees, affiliates and agents (each a "Customer Indemnified Party"), harmless from and against any proceedings, claims, liabilities, losses, damages, fees, fines, penalties and expenses whatsoever (including reasonable legal and accounting fees and expenses) arising out of or in connection with claims brought by third parties against any Customer Indemnified Party to the extent such claims are attributable to Vendor's breach or nonperformance of any provision of this Agreement except, however, to the extent such is due to the negligence, gross negligence, willful misconduct or breach of this Agreement by Customer. Vendor also will indemnify, defend and hold harmless each Customer Indemnified Party from and against any and all claims, allegations, suits, damages, losses, expenses, costs, including reasonable attorneys' fees, as incurred, or amounts payable under any judgment, verdict, court order or court settlement resulting from the infringement or misappropriation, or alleged infringement or alleged misappropriation, of any third party intellectual property or other rights to the extent that such infringement or misappropriation is attributable to or arises out of the Services or any software, code or other materials provided by Vendor in connection herewith. Should any Services supplied by Vendor and used by Customer infringe or misappropriate third-party intellectual property or other rights, Vendor will provide to Customer at no additional cost to Customer and in Vendor's discretion either: (i) the right to continue using the Services or (ii) a non-infringing equivalent replacement or modification acceptable to Customer.

(iv) Customer's Indemnification of Vendor. Customer will indemnify, defend and hold Vendor, and its directors, officers, employees, affiliates and agents (each, a "Vendor Indemnified Party"), harmless from all proceedings, claims, liabilities and expenses whatsoever (including reasonable legal and accounting fees and expenses) arising out of or in connection with claims brought by third parties against a Vendor Indemnified Party to the extent such third-party claims are attributable to Customer's breach or nonperformance of any provision of this Agreement except, however, to the extent such is due to the negligence, gross negligence, willful misconduct of or the breach of this Agreement by Vendor or any of its affiliates.

(v) Indemnification Procedures. With respect to a Party's indemnification obligations hereunder, the following procedures shall apply:

(a) Notice. Promptly after receipt by any indemnified Party ("Indemnified Party") of notice of the commencement or threatened commencement of any civil, criminal, administrative, or investigative action or proceeding involving a claim in respect of which the Indemnified Party will seek indemnification pursuant to this Agreement, the Indemnified Party shall notify the other Party ("Indemnifying Party") of such claim. No delay or failure to so notify an Indemnifying Party shall relieve it of its obligations under this Agreement except to the extent that such Indemnifying Party has suffered actual prejudice by such delay or failure. Within *** days following receipt of notice from the Indemnified Party relating to any claim, but no later than *** days before the date on which any response to a complaint or summons is due, the Indemnifying Party shall notify the Indemnified Party that the Indemnifying Party elects to assume control of the defense and settlement of that claim (a "Notice of Election"), and whether the Indemnifying Party seeks contribution from the Indemnified Party for a portion of the claim.

(b) Procedures Following Notice of Election. If the Indemnifying Party delivers a Notice of Election within the required notice period, the Indemnifying Party shall assume control (subject to Indemnified Party's right to participate at its own expense) over the defense and settlement of the claim; provided, however, that: (i) the Indemnifying Party shall keep the Indemnified Party fully apprised at all times as to the status of the defense; and (ii) the Indemnifying Party shall obtain the prior written approval of the Indemnified Party before entering into any settlement of such claim asserting any liability against the Indemnified Party or imposing any obligations or restrictions on the Indemnified Party or ceasing to defend against such claim. The Indemnifying Party shall not

be liable for any legal defense fees or expenses incurred by the Indemnified Party following the delivery of a Notice of Election; provided, however, that: (A) the Indemnified Party shall be entitled to employ counsel at its own expense to participate in the handling of the claim; and (B) the Indemnifying Party shall pay the fees and expenses associated with such counsel if, in the reasonable judgment of the Indemnified Party, based on an opinion of counsel, there is a conflict of interest with respect to such claim or if the Indemnifying Party has requested the assistance of the Indemnified Party in the defense of the claim or if the Indemnifying Party has failed to defend the claim diligently. The Indemnifying Party shall not be obligated to indemnify the Indemnified Party for any amount paid or payable by such Indemnified Party in the settlement of any claim if: (x) the Indemnifying Party has delivered timely Notice of Election and such amount was agreed to without the written consent of the Indemnifying Party; (y) the Indemnified Party has not provided the Indemnifying Party with notice of such claim and a reasonable opportunity to respond thereto; or (z) the time period within which to deliver Notice of Election has not yet expired.

(c) Procedure Where No Notice of Election Is Delivered. If the Indemnifying Party does not deliver a Notice of Election relating to any claim within the required notice period, the Indemnified Party shall have the rights to defend the claim in such manner as it may deem appropriate. The Indemnifying Party shall promptly reimburse the Indemnified Party for all reasonable costs and expenses incurred by Indemnified Party, including attorneys' fees, as incurred.

(vi) Miscellaneous. Customer acknowledges that Vendor shall not be responsible for the accuracy or adequacy of any information provided by Customer to Vendor; nor shall Vendor be liable for any damage, loss or liability whatsoever resulting to Customer or its customers to the extent such damage, loss or liability is attributable to the inaccuracy or inadequacy of such information.

11. **Term**. This Agreement shall become effective, without further action, as of the Execution Date and shall remain in effect through December 31, 2024 (the "Term"), unless this Agreement or any Addendum hereto is earlier terminated in accordance with this Agreement or any Addendum.

12. ***

13. **Violation of Applicable Laws and Regulations**. Vendor may cease providing any Service if such Service, in Vendor's reasonable opinion, violates any Applicable Law and cannot be modified or updated in such a way as to avoid violating Applicable Laws; provided that such opinion is provided by a nationally recognized independent law firm. Customer may discontinue its receipt of any Service if such Service, in Customer's reasonable opinion, violates any Applicable Law and cannot be modified or updated in such a way as to avoid violating Applicable Laws; provided that such opinion is provided by a nationally recognized independent law firm.

14. **Intentionally Omitted**.

15. **Taxes.** Any sales, use, excise or other taxes (other than Vendor's income taxes or such other taxes which are the responsibility of Vendor such as those with respect to Vendor's employees or real estate for example) payable in connection with or attributable to the Services shall be paid by Customer in accordance with Section 7.

16. **Successors; Assignment**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, transferees and assignees. Neither this Agreement nor any interest herein may assigned by either Customer or Vendor, in whole or in part, without the prior written consent of the other Party.

17. **Informal Dispute Resolution**. The following procedure will be adhered to in all disputes between Vendor and Customer arising under and during the term of this Agreement that Vendor and Customer cannot resolve informally through the Party's relationship managers. In the event of any dispute, controversy or claim arising under or in connection with this Agreement (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) (collectively a "Dispute"), then upon the written request of either Party, each of the Parties will appoint a designated senior business executive whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto. The specific format for such discussions will be left to the discretion of the designated executives but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other Party. No Party may initiate litigation proceedings (excluding those for injunctive or equitable relief) until the earlier to occur of (a) a conclusion by either Party in writing to the other Party that an amicable resolution through continued negotiation of the matter in issue does not appear likely or that continued negotiation would result in financial or legal prejudice to the Party; or, (b) the 60th calendar day after the initial request to negotiate the Dispute. All negotiations shall be confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence.

18. **Entire Agreement**. This Agreement (including all exhibits and Addenda hereto and all documents and materials referenced herein) supersedes any and all other agreements, oral or written, between the Parties hereto with respect to the subject matter hereof, and contains the entire agreement between such Parties with respect to the transactions contemplated hereunder.

19. **Notices**. All notices, demands, and other communications hereunder shall be in writing and shall be delivered (i) in person, (ii) by United States mail, certified or registered, with return receipt requested, (iii) by national overnight courier with record of successful delivery retained (e.g., FedEx), or (iv) by email with confirmation, as follows:

If to Vendor:

Vantiv, LLC
8500 Governor's Hill Drive
Maildrop 1GH1Y1
Cincinnati, OH 45249-1384
Email: Ned.Greene@vantiv.com and Jared.Warner@vantiv.com
Attn: General Counsel/Legal Department

With a copy to:

Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, Ohio 44114-2578
Email:speppard@beneschlaw.com
Attention: Sean T. Peppard, Esq.

If to Customer:

Fifth Third Bank
38 Fountain Square Plaza
Maildrop 10907E
Cincinnati, OH 45263
Email:
Attn: Executive Vice President

With a copy to:
General Counsel of Customer at the same address.

The Persons or addresses to which mailings or deliveries shall be made may be changed from time to time by notice given pursuant to the provisions of this Section 19. Any notice, demand or other communication given pursuant to the provisions of (a) Section 19(ii) shall be deemed to have been given on the earlier of the date actually delivered or five (5) days following the date deposited in the United States mail, properly addressed, postage prepaid, as the case may be, (b) Section 19(iii) shall be deemed to have been given one (1) business day after being sent by such overnight courier, and (c) Section 19(iv) shall be deemed to have been given on the date of electronic confirmation of receipt.

20. **Waiver**. If either Party waives in writing an unsatisfied condition, representation, warranty, undertaking or agreement (or portion thereof) set forth herein, the waiving Party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, liabilities or expenses, including, without limitation, legal and other expenses, from the other Party in respect of the matter or matters so waived. Except as otherwise specifically provided for in this Agreement or any Addendum, the failure of any Party to promptly enforce its rights herein shall not be construed to be a waiver of such rights unless agreed to in writing. Any rights and remedies specifically provided for in any Addendum are in addition to those rights and remedies set forth in this Agreement.

21. **Headings**. The headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision of this Agreement.

22. **Severability**. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

23. **No Third-Party Beneficiary**. This Agreement is for the benefit of, and may be enforced only by, Vendor and Customer and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

24. **Applicable Law; Waiver of Jury Trial**. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio. The Parties hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts in Cincinnati, Ohio or 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. Each of Vendor and Customer hereby irrevocably agrees to waive any right to a trial by jury in any claim or cause of action arising out of or related to this Agreement.

25. **Authorization**. Each of the Parties hereto represents and warrants on behalf of itself that it has full power and authority to enter into this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or partnership or other appropriate authorizing actions; that the execution, delivery and performance of this Agreement will not contravene any applicable by law, corporate charter, partnership or joint venture agreement, Applicable Law, regulation, order or judgment; and, that this Agreement is valid and enforceable in accordance with its terms. Customer further represents and warrants that execution, delivery and performance of this Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which it or its financial institution affiliates are bound.

26. **Counterparts**. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Each Party agrees that scanned or facsimile signatures will have the same legal effect as original signatures and may be used as evidence of execution.

27. **Survival**. The Vendor and Customer agree that the terms of Sections 1, 2(i)(e), 2(ii)(e), 2(vii) (with respect to Subcontractors' required compliance with certain requirements of the Agreement and Vendor's liability therefor), 3, 4(ii)(c), 4(v), 5(ii), 5(iii), 5(iv), 7(iv), 10, 16, 17 - 24, 27, 33, 34 and 35 shall survive the termination of this Agreement, as well as any obligations accrued but not yet satisfied as of the termination or expiration of this Agreement.

28. **Background Checks**. Vendor shall be responsible, at its sole cost and expense, for conducting a social security number trace and full felony and misdemeanor criminal background check on any and all employees, representatives or agents that Vendor intends to perform the Services hereunder. Such background checks shall cover a period of not less than *** years prior to date the background check is initiated and shall cover all counties identified by the social security trace. Vendor agrees that in the event the criminal background check reveals any criminal offense involving dishonesty, theft or money laundering, or the illegal manufacture, sale, distribution of or trafficking in controlled substances, then the individual is not permitted to work, directly or indirectly, on the Customer's account

and Vendor shall provide Customer with another employee or personnel that passes the background screening at no additional cost to Customer. Vendor further agrees to perform additional requirements, including finger printing, drug testing and credit checks as may be set forth in this Agreement or any Addenda or amendment hereto.

29. **Publicity**. Except as may be required by Applicable Law or with prior written consent of the other Party, it is agreed that the neither Party shall have the right to disclose the other Party's name as a customer or vendor or to use the other Party's name and/or logo publicly.

30. **Unfair, Deceptive or Abusive Acts or Practices**. Vendor will comply with all applicable federal, state and local consumer financial laws, regulations, rules and orders. Such authorities are incorporated herein by reference. Vendor will not engage in any unfair, deceptive or abusive acts or practices as defined by federal, state and local consumer financial law. If Customer reasonably believes that Vendor is engaging in unfair, deceptive or abusive acts or practices, Customer has the right to immediately terminate this Agreement for cause, or in the alternative, demand Vendor terminate such practices immediately, which right shall be reasonably exercised by Customer. If Vendor is found to have engaged in unfair, deceptive or abusive acts or practices, Vendor shall fully indemnify Customer for any liability, costs, fines or damages arising out of such acts or practices in accordance with Section 10 hereof.

31. **Amendments**. This Agreement and any Addendum shall only be modified or amended by an instrument in writing signed by each Party hereto.

32. **Audit Procedures**.

(i) In addition to any other rights provided in this Agreement, Customer shall have the right and access to, upon no less than *** days' advance written notice, conduct financial, operational and technical audits of Vendor to verify compliance with (a) the terms and conditions of this Agreement and any and all statements of work, the List of Services or schedules to the Agreement, (b) the accuracy of charges invoiced by Vendor (and, if applicable, documentation of pass through costs from its Subcontractors) and (c) Vendor's performance of the Services (each such audit, an "Audit"); provided, however, that Customer may not exercise its Audit rights more than one (1) time in any *** month period, but provided further that, Customer may exercise its Audit rights more frequently in the event that Customer has identified Vendor's meaningful non-compliance with this Agreement, or if Customer reasonably believes that Vendor is not in meaningful compliance with this Agreement; provided, however, that any audit rights in addition to the annual audit right described above shall be limited to the subject area of Vendor's meaningful non-compliance (or the subject area that Customer reasonably believes that Vendor is not in meaningful compliance). For purposes of clarity, a "Due Diligence Review" of Vendor or Vendor's Subcontractors is not considered an "Audit" for purposes of the Audit frequency limitation set forth in this Section 32(i). For purposes of this Section 32, "Due Diligence Review" means ongoing and routine operational reviews, regular and reoccurring oversight and monitoring processes, and risk management assessments. In performing any Audit, Customer and its Auditor (defined below), as applicable, shall endeavor to complete the Audit within *** business days and otherwise in such a manner as to avoid unnecessary disruption of Vendor's business operations. Audits will occur during normal business hours and at a mutually agreeable time. Vendor will assist in any Audit as requested by Customer or Customer's Auditor; provided, however, that Vendor reserves the right to charge Customer for Vendor's reasonable expenses in providing such review assistance. If in the course of an Audit, Customer identifies Vendor's non-compliance with the terms of this Agreement, Customer shall notify Vendor of such non-compliance within *** days of identifying the non-compliance and Vendor shall remediate such non-compliance. Notwithstanding the foregoing, Customer's right to dispute Service Invoices as set forth in Section 7(iv) in connection with any billing disputes that not have not been identified as part of an Audit, is not limited hereby. Customer shall pay the cost of its own Audits; provided that, in the event that such an Audit identifies Vendor's material non-compliance with this Agreement, Vendor shall be required to pay the expenses of any subsequent Audits (provided such Audits are solely limited to the subject area of Vendor's material non-compliance) until Vendor has remediated its material non-compliance to the reasonable satisfaction of Customer.

(ii) Any Government Entity with jurisdiction over Customer will have the right to audit Vendor to the extent of such Government Entity's authority to audit Customer if Customer were performing the Services internally and has relevant jurisdiction over Vendor. In the event of any such Government Entity Audit, Vendor will reasonably cooperate with such Audit and provide such Government Entity with all information and data relating to the Services provided to Customer. Customer further acknowledges that any information disclosed to Customer during the term of the Agreement in any way related to an Audit, including but not limited to the specific contents and general results of such Audit, shall be treated as Vendor Confidential Information. Upon the later of the expiration/termination of the Agreement and the date Customer is no longer required to maintain such Confidential Information for compliance with Applicable Law, Customer shall either return all copies, memoranda, materials, other papers and copies relating to the Audit or, alternatively, certify in writing to Vendor that all such information has been properly destroyed by Customer. Notwithstanding anything to the contrary herein, Customer acknowledges that Vendor is regulated and examined as a Technology Service Provider by the Federal Financial Institutions Examination Council ("FFIEC") and that any Audit by a Government Entity may require coordination through the FFIEC.

(iii) Subject to the notice provisions, restrictions and other terms of this Section 32, during the term of the Agreement and during the period for which Vendor must maintain records relating to the Services provided, Vendor shall provide to Customer, and to Customer's Auditor (as applicable), access at reasonable hours to Vendor's personnel, to the facilities at or from which Services are then being provided, and to pertinent information, all to the extent reasonably relevant to the Services and Vendor obligations under this Agreement, the Risk Standards the List of Services, or any statement of work or schedule. Vendor shall provide to such reviewers, inspectors, regulators, and representatives such assistance, as reasonably required and shall cooperate fully with Customer or its Auditor in connection with Audit functions and with regard to examinations

by Government Entities. Vendor reserves the right to charge Customer for Vendor's reasonable out-of-pocket expenses in providing such assistance.

(iv) Customer reserves the right to use a third-party auditor ("Auditor") in connection with Customer's Audit rights hereunder, provided that (A) Customer provides Vendor with advance written notice of the name and a summary of the related professional experience of such Auditor, (B) such Auditor must be reasonably familiar with the Services provided by Vendor to Customer, (C) Vendor approves such Auditor, which approval will not be unreasonably withheld, and (D) Customer will be responsible for managing the Audit and ensuring such Auditor complies with the provisions of this Exhibit. Customer, and any Auditor or other third party authorized by this Section 32 to perform an Audit of Vendor on Customer's behalf, will be required to comply with Vendor's reasonable security and confidentiality guidelines and shall not be given access to Vendor's other customers' proprietary information, to Vendor's proprietary information or to Vendor's locations that are not reasonably related to Customer or the Services. Notwithstanding anything to the contrary in this Section 32, Vendor reserves the right to not provide information or materials that Vendor reasonably believes are unrelated to the completeness and accuracy of the Services or the fees paid therefor, represent trade secrets or intellectual property or cannot be provided due to confidentiality agreements with third parties.

(v) Following any Audit, Vendor and Customer will meet promptly to review the results of such Audit. Customer shall conduct, or request its Auditor to conduct, an exit conference with Vendor prior to completing Customer's audit report. Vendor and Customer shall develop and agree upon an action plan during the exit conference, or appropriately following, to appropriately address, resolve and remediate any non-compliance items, concerns and/or recommendations in such report, as appropriate. Unless the Parties mutually agreed to a longer period, such action plan will require remediation of meaningful non-compliance within *** days of the final audit report. Vendor will respond to each such report in writing within *** days from receipt thereof, unless a shorter response time is reasonably stated in the report. In addition to Vendor's obligation to respond to the audit report, Vendor, at its own expense, shall undertake remedial action in accordance with such action plan and the dates specified therein.

(vi) Vendor shall make available to Customer all certification and compliance reports of mutually agreed to industry standard certifications.

33. **International Conventions Excluded**. The Parties agree that the *UN Convention on Contracts for the International Sale of Goods* (Vienna, 1980) shall not apply to this Agreement nor to any dispute arising out of this Agreement.

34. **Termination or Continuation of Other Agreements.** Vendor and Customer have agreed that as of the Execution Date, the agreements, supplements, side letters, and other binding documents designated as "Terminated Agreements" between the Parties ("Terminated Agreements") shall be terminated, subject to the surviving rights and obligations for such Terminated Agreements as agreed between the Parties. Vendor and Customer agree that as of the Execution Date, the agreements, supplements, side letters, and other binding documents designated as "Surviving Agreements" between the Parties ("Surviving Agreements") shall continue to be in full force and effect from and after the date hereof, subject to any amendments as agreed between the Parties for such Surviving Agreements. The Parties agree to negotiate in good faith and reach an agreement to finalize the Terminated Agreements and Surviving Agreements within thirty (30) days of the date hereof. Notwithstanding the generality of the foregoing, the Parties hereby terminate, effective as of the date hereof, that certain agreement by and between Customer and Vendor dated as of December 31, 2015 regarding resolution of the Disagreement (as defined therein), which, from and after the date hereof, shall have no further force or effect, and Customer and Vendor agree that there are no amounts due thereunder.

35. **General Mutual Release.** Except for invoices outstanding as of the date hereof and for invoices to be issued for services provided by Vendor under that certain Master Services Agreement dated June 30, 2009 by and between Vendor and Customer, the Parties, on behalf of themselves, their directors, officers, shareholders, employees, agents, successors and assigns, hereby release and forever discharge each other, their directors, officers, shareholders, employees, agents, successors and assigns, from any and all obligations, liabilities, claims, demands, and causes of action (including any claim for indemnification), which a Party has, had or may have against the other Party, of any nature whatsoever, whether know or unknown, contingent or otherwise, from the beginning of the world through the effectiveness of this Agreement.

36. **Order of Precedence**. In the event of any inconsistencies between the terms of this Agreement, the Risk Standards, the List of Services, and the Service Levels, priority shall be given to such terms in the following order: this Agreement, the Risk Standards, the List of Services, and the Service Levels.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers as of the dates set forth below.

VENDOR: VANTIV, LLC

By: /s/ Nelson F. Green

Name: Nelson F. Green

Title: Chief Legal and Corporate Services Officer and Secretary

Date: July 27, 2016

CUSTOMER: FIFTH THIRD BANK

By: /s/ Randolph J. Kaporc

Name: Randolph J. Kaporc

Title: Executive Vice President, Payments and Commerce Division

Date: July 27, 2016

CUSTOMER: FIFTH THIRD BANK

By: /s/ Robert Marchi

Name: Robert Marchi

Title: Vice President, Sourcing

Date: July 27, 2016

Schedule 2.3(vii)

Existing Subcontractors

ACCULYNK PAYMENT SERVICES	3DELTA SYSTEMS INC
ACS STATE & LOCAL SOLUTIONS INC	ACH DIRECT INC
ALDELO LP	ADJACENT INNOVATIONS LLC
AMERICAN EXPRESS	ALLIANCE DATA SYSTEMS
ARISTEN GROUP LLC	ANTIPODEAN LABS LLC
ASH PAYMENT SOLUTIONS INC	ARMED FORCES FINANCIAL NETWORK LLC
ATX INNOVATION INC	ATTITUDE POSITIVE INC
AZTPOS	AUGEO CONSUMER ENGAGEMENT SERVICES
BANCORP BANK	BANC CARD - TEXAS LLC
BANKDATA SERVICES	BANK OF EDWARDSVILLE
BILL ME LATER INC	BEAZLEY USA SERVICES INC
BROOKFIELD EQUINOX LLC	BOOKS A MILLION INC
BUYPASS CORP	BROSLEY LIMITED
CAMPGROUND AUTOMATION SYSTEMS (SUNRISE)	CAFFE FANTASTICO
CANADIAN IMPERIAL BANK OF COMMERCE	CANADAS PROFESSIONAL SCHOOL OF MUSIC AND ARTS - MOTO
CARD MANAGEMENT CORPORATION	CARD FULFILLMENT SERVICES
CARDFREE INC	CARD MANAGEMENT CORPORATION FIRST DATA RESOURCES
CARDWATCH LICENSING LTD	CARDINAL COMMERCE
CARTERA COMMERCE INC	CARROLLTON BANK
CATALYST CARD COMPANY	CASHSTAR INC
CHECKFREE SERVICES CORPORATION	CHASE PAYMENTECH
CITICORP DINERS CLUB INC	CITIBANK NEW YORK
CITY OF NORTH OLMSTED	CITICORP SERVICES INC
CONCORD BANK	COLUMBUS BANK AND TRUST COMPANY
COUNTY OF WESTCHESTER	CONTROL SCAN INC
CPI CARD GROUP INDIANA INC	CPI CARD GROUP - COLORADO INC
CREDORAX	CREDIT UNION 24 INCORPORATED
CSG SYSTEMS INC	CRYSTAL BRIDGES MUSEUM OF AMERICAN ART
DATALINE SYSTEMS INC	CUSTOM DATA PROCESSING INC
DECISIONWISE	DAVID WERNER INC
DFS SERVICES LLC	DELAWARE BUSINESS SYSTEMS
DIGITAL RIVER GMBH	DIGITAL RIGHT BRAIN LLC
DINERWARE	DINERS CLUB INTERNATIONAL LTD
DISCOVER FINANCIAL SERVICES	DINING A LA CARD
DYNAMICS PRODUCTS MIDWEST	DURANGO LLC
ELECTRONIC CLEARING HOUSE INC	EDIBLE ARRANGEMENTS - CORPORATE
ELIZABETH ARDEN INC	ELEMENT PAYMENT SERVICES
ENTELIT SOLUTIONS - ECOMMERCE	ENSENTA CORPORATION
FANTANA ITALIAN RESTAURANT	EPL

FIFTH THIRD BANK	FAST TRANSACT INC
FIRST AMERICAN PAYMENT SYSTEMS	FIFTH THIRD BANK FIRST NATIONAL BANK OF OMAHA TSYS ACQUIRING SOLUTIONS LLC
FIRST NATIONAL BANK OF OMAHA	FIRST DATA SOLUTIONS
FISERV SOLUTIONS INC	FIRST PREMIER BANK
FOUR BROTHERS PIZZA INN	FLEETCOR TECHNOLOGIES INC
G6 TECHNOLOGY	FRANKFORD HOSPITALS
GEMALTO INC	GALITT US CORP
GIACT SYSTEMS LLC	GEORGIA THRIFT STORES INC
GLOBAL ETELECOM	GLOBAL DIRECT
GLOBAL PAYMENTS INC	GLOBAL PAYMENTS CANADA
GLOBAL PAYMENTS INC MASTERCARD INTERNATIONAL INCORPORATED	GLOBAL PAYMENTS INC GLOBAL PAYMENTS CANADA
GREEN DOT CORPORATION	GOOGLE PAYMENT CORP
HEARTLAND PAYMENT SYSTEMS IN	HARRISONTUCKER LLC
HOSPITALITY DATA SYSTEMS INC	HOME STATE BANK
IMAGE WASH	HYLAND HILLS PARK & RECREATION DISTRICT
INBORNE TECHNOLOGY CORP	IMOBILE3 LLC
INCOMM	INBS KONRAD KECK
INSTORE OWN POS	INNOVATION DATA PROCESSING
iPay Technologies	IP COMMERCE INC
IT4MERCHANT SOLUTIONS LTD	ISLAND SNOW (CA100)
J2 RETAIL SYSTEMS INC	J P MORGAN ELECTRONIC FINANCIAL SERVICES INC
KAHOOTS INC	JET LITHOCOLOR INC
LAUNCH 3 LLC	LA ROSETTA
LYNDA.COM INC	LUSH HANDMADE COSMETICS LTD
MASTERCARD INTERNATIONAL INCORPORATED	MAGTEK INC
MERCHANT APPLICATIONS INC	MASTERFILES INC
MERIDIAN FARM MARKET	MERCHANT LINK LLC
MICHAEL FITCHETT	METABANK
MICROBIZ LLC	MICHAEL SILVER
MIDNITE EXPRESS INC	MIDAX INFINITE POSSIBILITIES
MOBILECHECKOUT.COM LLC	MILLENNIUM DIGITAL TECHNOLOGI
MOORE CENTER SERVICES	MOJIMAN INC
NATIONAL BUSINESS PRODUCTS	MULLIGANS SPORTS GRILL INC
NETS INC	NCO FINANCIAL SYSTEMS INC
NOURI FAMILY RESTAURANT	NEW ENGLAND CREDIT CARD SYSTEMS
OBERTHUR	NYCE
OFFICIAL PAYMENTS CORPORATION	ONE POINT RETAIL SOLUTIONS
ONLINE RESOURCES CORPORATION	OTI AMERICA INC
PANGOUSA LLC	PARC ONTARIO LLC

PARK SLOPE CIVIC COUNCIL	PARTY FOR LESS INC
PAYMENT REVOLUTION LLC	PAYMENTECH NETWORK SERVICES
PAYPAL INC	PAYSIMPLE INC
PAYTRONIX SYSTEMS INC	PAYX INTERNATIONAL LIMITED
PBM GRAPHICS	PBUS TECH INC
PC AND MP SERVICE	PEARSONS LUMBER YARD
PERFECT PLASTIC PRINTING CORP	PERFORMANCE INC
PHARMACA INTEGRATIVE PHARMACY INC	PHP POINT OF SALE LLC
PITNEY BOWES	PLANET BINGO
PLANET MERCHANT PROCESSING	PLANET PAYMENT INC
PLANNET LOGIX INC	PLUG & PAY TECHNOLOGIES INC
POS OF MICHIGAN	POS PARTNERS INC
POS SOS LLC	POS SPECIALISTS
POS VENTURES LLC	POSIOS
POSITION CORP	POSNET INC
POS-X INC	PUEBLO BANK & TRUST COMPANY
PULSE NETWORK INC	RAIN1 SOLUTIONS LLC
RAPIDADVANCE LLC	REALTIME POS INC
RESTOPOD LLC	RETAIL PLUS POS
REVENTION INC	REVENUE MANAGEMENT SOLUTIONS LLC
RIDHAM INC	RIPPLE POS INC
RJZ LTD	ROYAL PET MARKET AND RESORT LLC
RR DONNELLEY INC	SALE CONTROL SYSTEMS LTD
SAS COMFORT SHOES	SATURN RETAIL MANAGEMENT SYSTEMS LLC
SAZU INC	SCANSOURCE INC
SEAMLESS CARE PHARMACY	SHAZAM INC
SHISEIDO AMERICAS CORPORATION	SHOPIFY INC
SILICUS TECHNOLOGIES LLC	SILVERWARE POS INC
SILVO US	SIMPLISTIC POS
SIXTH SENSE POINT OF SALE INC	SKIVVIES FOR HER
SLK AMERICA INC	SLK GLOBAL BPO SERVICES PRIVATE LIMITED
SLK SOFTWARE SERVICES	SMARTTAB POS
SOFTTOUCH LLC	SOUTHERN UTE INDIAN TRIBE LEGAL DEPT
SOUTHWEST CASH SYSTEMS INC	SPEEDLINE SOLUTIONS
SPF SOLUTIONS LLC	SPLASH CAR WASH INC
SPLITABILITY PTY LTD	SPOONITY INC
SRIDEVI TECHNOLOGY SOLUTIONS	STAR NETWORKS
STERLING CARD SOLUTIONS LLC	SUBTLEDATA INC
SWITCH COMMERCE LLC	SWITCH INTERNATIONAL BOWLING EKIPMANLARI AS
SWITCHSOLVE INC	T4MOBILE SOLUTIONS
TANDA TECHNOLOGIES - ECOMM	TATA AMERICA INTERNATIONAL CORPORATION
TCSP INC	TELEPERFORMANCE USA
TERMINAL MANAGEMENT CONCEPTS LTD	T-GATE LLC

THE ADVANCE FUNDING COMPANY LLC	THE FALL TATTOOOING ETC
THE FUND FOR THE PUBLIC INTEREST INC	THE ITRANSACT GROUP VALUE EXCHANGE CORPORATION
THOMSON REUTERS	THORNTONS INC
TOAST INC	TOTAL SYSTEM SERVICES INC
TOWN NORTH BANK NA	TRANPOS
TRANSACTION NETWORK SERVICES INC	TRANSACTIONTREE INC
TRANSCARD LLC	TRANSCENTRA INC
TRINITEQ INTERNATIONAL PTY LTD	TRITON SYSTEMS OF DELAWARE LLC
TSYS ACQUIRING SOLUTIONS LLC	TSYS ACQUIRING SOLUTIONS LLC FIRST DATA MERCHANT SERVICES CORP
TUSCARORA COUNCIL BSA	TWITCHTV
UNITED FINANCIAL CREDIT UNION	UNTILL USA INC
US BANK	VANCO PAYMENT SOLUTIONS LLC
VECTRON SYSTEMS AG	VELOCITY MOBILE INC
VENDEASE	VENDOR SAFE TECHNOLOGIES LLC
VENDSCREEN INC	VERICHECK INC
VICTORY POS	VISA USA
VISTA ENTERTAINMENT SOLUTIONS	VISUAL INFORMATION PRODUCTS INC
WAND CORPORATION	WELLERO
WESTERN UNION	WESTERN VARIETIES WHOLESALE INC
WICLOUD POS	WOODS CYCLE COUNTRY LP
WOODY'S BAR-B-Q DARTMOUTH	WORLDWIDE PAYMENT SERVICES INC
WORLDWIDEDIRECT PROCESSING INC	YAZ LTD
ZEUSPOS	ZING CHECKOUT
ZONAL HOSPITALITY SYSTEMS INC	

***

***

Exhibit 10.3

TAX RECEIVABLE PURCHASE ADDENDUM

This Purchase Addendum (this "Addendum") is entered into as of July 27, 2016 between Vantiv, Inc., a Delaware corporation ("Vantiv"), and Fifth Third Bank, a bank chartered under the laws of the State of Ohio ("Fifth Third Bank").

WHEREAS, Vantiv, Fifth Third Bank and FTPS Partners, LLC ("FTPS") entered into that certain Tax Receivable Agreement, dated March 21, 2012 (the "Fifth Third TRA");

WHEREAS, Vantiv, Fifth Third Bank, FTPS, Advent International GPE VI-A and other parties affiliated with Advent International GPE VI-A entered into that certain Tax Receivable Agreement, dated March 21, 2012 (the "NPC TRA" and, together with the Fifth Third TRA, the "TRAs");

WHEREAS, FTPS liquidated into Fifth Third Bank and Fifth Third Bank has assumed all of FTPS's rights and obligations under the TRAs;

WHEREAS, Vantiv desires to make a payment to terminate and settle in full its payment obligations to Fifth Third Bank and FTPS under the Fifth Third TRA with respect to 743(b) Tax Items arising from the Initial Covered Exchanges (as defined below) and available in the 2017 Covered Taxable Year and all future Covered Taxable Years;

WHEREAS, Fifth Third Bank desires to grant Vantiv call options to make payments to terminate and settle in full Vantiv's payment obligations to Fifth Third Bank under the Fifth Third TRA with respect to the Subsequent Covered Exchanges (as defined below) giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to the 743(b) Tax Items for such Covered Taxable Years) and the NPC TRA with respect to the Pre-IPO NPC Intangibles (as defined below) available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years; and

WHEREAS, Vantiv desires to grant Fifth Third Bank put options to require Vantiv to make payments to terminate and settle in full Vantiv's payment obligations to Fifth Third Bank under the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to the 743(b) Tax Items for such Covered Taxable Years) and the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years.

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

ARTICLE I

DEFINITIONS

All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Fifth Third TRA. As used in this addendum, the capitalized terms set forth below shall have the following respective meanings.

"743(b) Tax Attributes" shall mean the Basis Adjustments. For the avoidance of doubt, any payment made pursuant to this Addendum (i) for purposes of the Fifth Third TRA, shall not be considered in the calculation of any Basis Adjustments, and accordingly no additional payments shall be made under the Fifth Third TRA on account of payments hereunder and (ii) solely for purposes of calculating Hypothetical Tax Liability under the Fifth Third TRA, no portion of such payment shall be included as Imputed Interest.

"743(b) Tax Items" shall mean items of loss or deduction or reduction in gain attributable to the 743(b) Tax Attributes.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banks in Cincinnati, Ohio or New York, New York are authorized or required by law to be closed.

"Initial Covered Exchanges" shall mean (i) the Exchanges by Fifth Third Bank of Class C Units on December 8, 2015 and (ii) the Exchanges by Fifth Third Bank on May 6, 2013.

"Legal Proceeding" shall mean any action, suit, proceeding, claim, arbitration or investigation before any Governmental Entity or before any arbitrator.

"NPC Covered Taxable Year" shall mean any "Covered Taxable Year" as defined in the NPC TRA.

"Pre-IPO NPC Intangibles" shall mean all "Pre-IPO NOLs" as defined in the NPC TRA.

"Security Interest" shall mean any mortgage, pledge, security interest, encumbrance, charge or other lien (whether arising by contract or by operation of law).

"Subsequent Covered Exchanges" shall mean (i) the Exchanges by Fifth Third Bank of Class B Units on December 8, 2015, (ii) the Exchanges by Fifth Third Bank on June 2, 2014, and (iii) the Exchanges by Fifth Third Bank on August 7, 2013.

ARTICLE II

THE INITIAL PURCHASE

2.1 Initial Purchase Payment. Upon and subject to the terms and conditions of this Addendum, Vantiv shall make the payment set forth in Section 2.2(b) below to Fifth Third Bank to terminate and settle in full Vantiv's payment obligations to Fifth Third Bank and FTPS under the Fifth Third TRA with respect to the Initial Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to the 743(b) Tax Items for such Covered Taxable Years) (the "Initial Purchase").

2.2 The Initial Closing.

(a) The consummation of the Initial Purchase (the "Initial Closing") shall take place by electronic exchange of documents commencing at 10:00 a.m. Eastern Time on the date hereof (the "Initial Closing Date").

(b) At the Initial Closing, Vantiv shall make a payment to Fifth Third Bank of $116,294,000 by wire transfer of immediately available funds to the account previously designated by Fifth Third Bank.

2.3 Effect on Fifth Third TRA. Each of Vantiv and Fifth Third Bank hereby acknowledges and agrees that upon receipt by Fifth Third Bank of the amount to be paid to Fifth Third Bank in accordance with Section 2.2(b) above, Vantiv's payment obligations to Fifth Third Bank and FTPS under the Fifth Third TRA with respect to the Initial Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to the 743(b) Tax Items for such Covered Taxable Years) shall be terminated and settled in full.

ARTICLE III

THE CALL OPTIONS

3.1 2017 Call Options

(a) Grant of the 2017 Call Options. Fifth Third Bank hereby grants to Vantiv the right, and not the obligation, to make four individual payments (the "First Call Option," "Second Call Option," "Third Call Option," and "Fourth Call Option," respectively, and together, the "2017 Call Options") to Fifth Third Bank in the amounts set forth on Schedule A (each a "2017 Call Option Payment"), with each payment to terminate and settle in full, ten percent (10%) of Vantiv's payment obligations to Fifth Third Bank and FTPS under (i) the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (ii) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years. Each 2017 Call Option shall be exercisable by Vantiv during the period set forth on Schedule A next to such 2017 Call Option.

(b) 2017 Call Options Procedure. Vantiv may exercise each 2017 Call Option by providing written notice (in the form of the Exercise Notice attached hereto as Exhibit A) to Fifth Third Bank at any time during the applicable exercise period and such notice shall constitute an irrevocable offer by Vantiv to exercise the applicable 2017 Call Option and to make the applicable 2017 Call Option Payment to Fifth Third Bank in accordance with Section 3.1(c) below.

(c) 2017 Call Options Closings. The closing of the First Call Option shall take place at 10:00 am Eastern Time on the last Business Day of March, 2017; the closing of the Second Call Option shall take place at 10:00 am Eastern Time on the last Business Day of June, 2017; the closing of the Third Call Option shall take place at 10:00 am Eastern Time on the last Business Day of September, 2017; and the closing of the Fourth Call Option shall take place at 10:00 am Eastern Time on the last Business Day of December, 2017. At each closing for a 2017 Call Option, Vantiv will make a payment to Fifth Third Bank in an amount equal to the applicable 2017 Call Option Payment by wire transfer of immediately available funds to the account previously designated by Fifth Third Bank.

(d) Effects on TRAs. Each of Vantiv and Fifth Third Bank hereby acknowledges and agrees that upon receipt by Fifth Third Bank of a 2017 Call Option Payment in accordance with Section 3.1(c) above, ten percent (10%) of Vantiv's payment obligations to Fifth Third Bank and FTPS under (i) the Fifth Third TRA with respect to the Subsequent Covered Exchanges

giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (ii) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years shall be terminated and settled in full.

3.2 2018 Call Options

(a) Grant of the 2018 Call Options. Fifth Third Bank hereby grants to Vantiv the right, and not the obligation, to make four individual payments (the "Fifth Call Option," "Sixth Call Option," "Seventh Call Option," and "Eighth Call Option," respectively, and together, the "2018 Call Options") to Fifth Third Bank in the amounts set forth on Schedule A (each a "2018 Call Option Payment"), with each payment to terminate and settle in full, fifteen percent (15%) of Vantiv's payment obligations to Fifth Third Bank and FTPS under (i) the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (ii) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years. Each 2018 Call Option shall be exercisable by Vantiv during the period set forth on Schedule A next to such 2018 Call Option.

(b) 2018 Call Options Procedure. Vantiv may exercise each 2018 Call Option by providing written notice (in the form of the Exercise Notice attached hereto as Exhibit A) to Fifth Third Bank at any time during the applicable exercise period and such notice shall constitute an irrevocable offer by Vantiv to exercise the applicable 2018 Call Option and to make the applicable 2018 Call Option Payment to Fifth Third Bank in accordance with Section 3.2(c) below.

(c) 2018 Call Options Closings. The closing of the Fifth Call Option shall take place at 10:00 am Eastern Time on the last Business Day of March, 2018; the closing of the Sixth Call Option shall take place at 10:00 am Eastern Time on the last Business Day of June, 2018; the closing of the Seventh Call Option shall take place at 10:00 am Eastern Time on the last Business Day of September, 2018; and the closing of the Eighth Call Option shall take place at 10:00 am Eastern Time on the last Business Day of December, 2018. At each closing for a 2018 Call Option, Vantiv will make a payment to Fifth Third Bank in an amount equal to the applicable 2018 Call Option Payment by wire transfer of immediately available funds to the account previously designated by Fifth Third Bank.

(d) Effects on TRAs. Each of Vantiv and Fifth Third Bank hereby acknowledges and agrees that upon receipt by Fifth Third Bank of a 2018 Call Option Payment in accordance with Section 3.2(c) above, fifteen percent (15%) of Vantiv's payment obligations to Fifth Third Bank and FTPS under (i) the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (ii) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years shall be terminated and settled in full.

ARTICLE IV

THE PUT OPTIONS

4.1 2017 Put Options

(a) Grant of the 2017 Put Options. Vantiv hereby grants to Fifth Third Bank the right, and not the obligation, to require Vantiv to make four individual payments (the "First Put Option," "Second Put Option," "Third Put Option," and "Fourth Put Option," respectively, and together, the "2017 Put Options") to Fifth Third Bank in the amounts set forth on Schedule A (each a "2017 Put Option Payment"), with each payment to terminate and settle in full, ten percent (10%) of Vantiv's payment obligations to Fifth Third Bank and FTPS under (i) the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (ii) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years if Vantiv has not properly exercised its corresponding 2017 Call Option (e.g. Fifth Third Bank may only exercise the First Put Option if Vantiv has not exercised the First Call Option). Each 2017 Put Option shall be exercisable by Fifth Third Bank during the period set forth on Schedule A next to such 2017 Put Option.

(b) 2017 Put Options Procedure. Fifth Third Bank may exercise each 2017 Put Option by providing written notice (in the form of the Exercise Notice attached hereto as Exhibit A) to Vantiv at any time during the applicable exercise period and such notice shall obligate Vantiv to make the applicable 2017 Put Option Payment to Fifth Third Bank in accordance with Section 4.1(c) below.

(c) 2017 Put Options Closings. The closing of the First Put Option shall take place at 10:00 am Eastern Time on the later of (i) the last Business Day of March, 2017, or (ii) three (3) Business Days after Vantiv's receipt of the applicable written notice described in Section 4.1(b); the closing of the Second Put Option shall take place at 10:00 am Eastern Time on the later of (i) the last Business Day of June, 2017 or (ii) three (3) Business Days after Vantiv's receipt of the applicable written notice described in 4.1(b); the closing of the Third Put Option shall take place at 10:00 am Eastern Time on the later of (i) the last Business Day of September, 2017 or (ii) three (3) Business Days after Vantiv's receipt of the applicable written notice described in 4.1(b); and the closing of the Fourth Put Option shall take place at 10:00 am Eastern Time on the later of (i) the last Business Day of December, 2017 or (ii) three (3) Business Days after Vantiv's receipt of the applicable written notice described in Section 4.1(b). At each closing for a 2017 Put Option, Vantiv will make a payment to Fifth Third Bank in an amount equal to the applicable 2017 Put Option Payment by wire transfer of immediately available funds to the account previously designated by Fifth Third Bank.

(d) Effects on TRAs. Each of Vantiv and Fifth Third Bank hereby acknowledges and agrees that upon receipt by Fifth Third Bank of a 2017 Put Option Payment in accordance with Section 4.1(c)above, ten percent (10%) of Vantiv's payment obligations to Fifth Third Bank and FTPS under (i) the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (ii) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years shall be terminated and settled in full.

4.2 2018 Put Options

(a) Grant of the 2018 Put Options. Vantiv hereby grants to Fifth Third Bank the right, and not the obligation, to require Vantiv to make four individual payments (the "Fifth Put Option," "Sixth Put Option," "Seventh Put Option," and "Eight Put Option," respectively, and together, the "2018 Put Options") to Fifth Third Bank in the amounts set forth on Schedule A (each a "2018 Put Option Payment"), with each payment to terminate and settle in full, fifteen percent (15%) of Vantiv's payment obligations to Fifth Third Bank and FTPS under (i) the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (ii) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years if Vantiv has not properly exercised its corresponding 2018 Call Option. Each 2018 Put Option shall be exercisable by Fifth Third Bank during the period set forth on Schedule A next to such 2018 Put Option.

(b) 2018 Put Options Procedure. Fifth Third Bank may exercise each 2018 Put Option by providing written notice (in the form of the Exercise Notice attached hereto as Exhibit A) to Vantiv at any time during the applicable exercise period and such notice shall obligate Vantiv to make the applicable 2018 Put Option Payment to Fifth Third Bank in accordance with Section 4.2(c) below.

(c) 2018 Put Option Closings. The closing of the Fifth Put Option shall take place at 10:00 am Eastern Time on the later of (i) the last Business Day of March, 2018, or (ii) three (3) Business Days after Vantiv's receipt of the applicable written notice described in Section 4.2(b); the closing of the Sixth Put Option shall take place at 10:00 am Eastern Time on the later of (i) the last Business Day of June, 2018, or (ii) three (3) Business Days after Vantiv's receipt of the applicable written notice described in Section 4.2(b), the closing of the Seventh Put Option shall take place at 10:00 am Eastern Time on the later of (i) the last Business Day of September, 2018, or (ii) three (3) Business Days after Vantiv's receipt of the applicable written notice described in Section 4.2(b); the closing of the Eighth Put Option shall take place at 10:00 am Eastern Time on the later of (i) the last Business Day of December, 2018, or (ii) three (3) Business Days after Vantiv's receipt of the applicable written notice described in Section 4.2(b). At each closing for a 2018 Put Option, Vantiv will make a payment to Fifth Third Bank of in an amount equal to the applicable 2018 Put Option Payment by wire transfer of immediately available funds to the account previously designated by Fifth Third Bank.

(d) Effects on TRAs. Each of Vantiv and Fifth Third Bank hereby acknowledges and agrees that upon receipt by Fifth Third Bank of a 2018 Put Option Payment in accordance with Section 4.2(c) above, fifteen percent (15%) of Vantiv's payment obligations to Fifth Third Bank and FTPS under (i) the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (ii) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years shall be terminated and settled in full.

ARTICLE V

ORDINARY COURSE TRA PAYMENTS

5.1 Continuation of the TRAs. Vantiv and Fifth Third Bank hereby acknowledge and agree, as applicable, that (i) any payment obligation of Vantiv under the TRAs not otherwise terminated and settled pursuant to this Addendum shall be made pursuant to the terms of the applicable TRA, (ii) the rights and obligations of the parties pursuant to Articles III and IV of this Addendum supersede and suspend Vantiv's payment obligations to Fifth Third Bank and FTPS under (A) the Fifth Third TRA with respect to the Subsequent Covered Exchanges giving rise to 743(b) Tax Items available in the 2017 Covered Taxable Year and all future Covered Taxable Years (including any net operating losses or other tax attributes attributable to such portion of the 743(b) Tax Items for such Covered Taxable Years) and (B) the NPC TRA with respect to the Pre-IPO NPC Intangibles available in the 2017 NPC Covered Taxable Year and all future NPC Covered Taxable Years, except, in each case, to the extent that a 2017 Call Option and its corresponding 2017 Put Option or a 2018 Call Option and its corresponding 2018 Put Option both lapse unexercised and (iii) except as amended hereby, the TRAs remain in full force and effect with respect to Vantiv, on the one hand, and Fifth Third Bank with respect to those TRAs to which it is a party, on the other hand.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF FIFTH THIRD BANK

Fifth Third Bank represents and warrants to Vantiv that the statements contained in this Article VI are true and correct as of the date of this Addendum.

6.1 Authorization of Transaction. Fifth Third Bank has all requisite corporate power and authority to execute and deliver this Addendum and to perform its obligations hereunder. The execution and delivery by Fifth Third Bank of this Addendum and the performance by Fifth Third Bank of its obligations under this Addendum 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 Addendum has been duly and validly executed and delivered by Fifth Third Bank and this Addendum 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.

6.2 Noncontravention. Neither the execution and delivery by Fifth Third Bank of this Addendum, 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) 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 or (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Fifth Third Bank or any of its properties or assets.

6.3 Ownership of Rights. Fifth Third Bank has the sole and exclusive rights to receive the payments under the TRAs, and such rights are free and clear of all Security Interests.

6.4 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 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 Addendum.

6.5 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 Addendum.

6.6 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 Addendum.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF VANTIV

Vantiv represents and warrants to Fifth Third Bank that the statements contained in this Article VII are true and correct as of the date of this Addendum.

7.1 Authorization of the Transaction. Vantiv has all requisite corporate power and authority to execute and deliver this Addendum and to perform its obligations hereunder. The execution and delivery by Vantiv of this Addendum, the performance by Vantiv of its obligations under this Addendum and the consummation by Vantiv of the transactions contemplated hereby and

thereby have been duly and validly authorized by all necessary corporate action on the part of Vantiv. This Addendum has been duly and validly executed and delivered by Vantiv and this Addendum 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.

7.2 Noncontravention. Neither the execution and delivery by Vantiv of this Addendum, 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) 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 (c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Vantiv or any of its properties or assets.

7.3 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 Addendum.

7.4 Lack of Payment Restrictions. Neither Vantiv nor any of its Affiliates is a party to any contract or other agreement that by its terms would restrict their ability to make any payments under this Addendum. Vantiv will not, and will cause its Affiliates not to, enter into any contract or other agreement that by its terms would restrict their ability to make any payments under this Addendum.

7.5 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 Addendum.

7.6 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 Addendum.

7.7 Compliance with TRAs. Vantiv is and has been in compliance with its obligations under the TRAs in all material respects.

ARTICLE VIII

POST-CLOSING COVENANTS

8.1 Press Releases and Announcements. The parties will mutually agree as to the content and timing of any press release or public announcement relating to the subject matter of this Addendum; provided, however, that the foregoing shall not prohibit either party from making such disclosures as it reasonably deems necessary pursuant to applicable securities laws.

ARTICLE IX

GENERAL PROVISIONS

9.1 General Provisions. Sections 8.01 to 8.09 (including relevant definitions related thereto) of the Fifth Third TRA shall be incorporated by reference herein, mutatis mutandis.

9.2 Expenses. Each party shall bear its own costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby.

9.3 Tax Treatment. The parties agree that this Addendum shall be treated as an acceleration of the Fifth Third TRA and NPC TRA with respect to the payments that are the subject of this Addendum, for U.S. federal income tax purposes. The payments made pursuant to this Addendum shall be treated for U.S. federal income tax purposes as payments pursuant to the TRAs. The amounts payable hereunder have been calculated after taking into account that TRA payments constitute additional purchase price and generate additional amortizable basis (i.e., the amount payable hereunder has already been "grossed up" for the iterative effects under the respective TRAs). Neither entering into this Addendum, nor any payment hereunder will give rise to any additional payment obligation pursuant to the TRAs.

[*signature page follows*]

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

VANTIV, INC.

By: /s/ NELSON F. GREENE
Name: Nelson F. Greene
Title: Chief Legal and Corporate Services Officer and Secretary

FIFTH THIRD BANK

By: /s/ JAMES C. LEONARD
Name: James C. Leonard
Title: Treasurer

By: /s/ FRANK R. FORREST
Name: Frank R. Forrest
Title: CRO

Schedule A

Call Option Payments and Exercise Periods

Call Option	Call Option Payment	Exercise Period
2017 Call Options		
First Call Option	$15,118,000	Starting on March 1, 2017 and ending on 5:00 p.m. Eastern Time on March 10, 2017
Second Call Option	$15,586,000	**Starting on June 1, 2017 and ending on 5:00 p.m. Eastern Time on June 10, 2017**
Third Call Option	$16,074,000	**Starting on September 1, 2017 and ending on 5:00 p.m. Eastern Time on September 10, 2017**
Fourth Call Option	$16,577,000	**Starting on December 1, 2017 and ending on 5:00 p.m. Eastern Time on December 10, 2017**
2018 Call Options		
Fifth Call Option	$25,627,000	**Starting on March 1, 2018 and ending on 5:00 p.m. Eastern Time on March 10, 2018**
Sixth Call Option	$26,420,000	**Starting on June 1, 2018 and ending on 5:00 p.m. Eastern Time on June 10, 2018**
Seventh Call Option	$27,247,000	**Starting on September 1, 2018 and ending on 5:00 p.m. Eastern Time on September 10, 2018**
Eighth Call Option	$28,100,000	**Starting on December 1, 2018 and ending on 5:00 p.m. Eastern Time on December 10, 2018**

Put Option Payments and Exercise Periods

Put Option	Put Option Payment	Exercise Period
2017 Put Options		
First Put Option	$15,118,000	Starting on March 20, 2017 and ending on 5:00 p.m. Eastern Time on March 31, 2017
Second Put Option	$15,586,000	**Starting on June 20, 2017 and ending on 5:00 p.m. Eastern Time on June 30, 2017**
Third Put Option	$16,074,000	**Starting on September 20, 2017, 2017 and ending on 5:00 p.m. Eastern Time on September 30, 2017**
Fourth Put Option	$16,577,000	**Starting on December 20, 2017 and ending on December 31, 2017 5:00 p.m. Eastern Time on, 2017**
2018 Put Options		
Fifth Put Option	$25,627,000	**Starting on March 20, 2018 and ending on 5:00 p.m. Eastern Time on March 31, 2018**
Sixth Put Option	$26,420,000	**Starting on June 20, 2018 and ending on 5:00 p.m. Eastern Time on June 30, 2018**
Seventh Put Option	$27,247,000	**Starting on September 20, 2018 and ending on 5:00 p.m. Eastern Time on September 30, 2018**
Eighth Put Option	$28,100,000	**Starting on December 20, 2018 and ending on 5:00 p.m. Eastern Time on December 31, 2018**

Schedule B

Notices

If to Vantiv:

c/o Vantiv, LLC
8500 Governor's Hill Drive
Maildrop 1GH1Y1
Cincinnati, OH 45249-1384
Facsimile: (513) 900-5200
Attention: Ned Greene
Jared Warner

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

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, NY 10036
Facsimile: (212) 735-2000
Attention: David C. Ingles
Stuart M. Finkelstein

If to Fifth Third Bank:

Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263
Facsimile: 513-534-6236
Attention: Tayfun Tuzun
Sam Lind
Kevin Lippert
Al Cliffel

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

Sullivan & Cromwell LLP
125 Broad St.
New York, NY 10004
Facsimile: 212-558-3588
Attention: Andrew R. Gladin
Ronald E. Creamer

Exhibit A

Form of Exercise Notice

[•], [2017][2018]

[•]
[•]
[•]
Attn: [•]

Re: Notice of [Call][Put] Option Exercise

Ladies Gentlemen:

Reference is made to that certain Purchase Addendum (the "Addendum"), entered into as of July [•], 2016, between Vantiv, Inc., a Delaware corporation ("Vantiv"), and Fifth Third Bank, a bank chartered under the laws of the State of Ohio ("Fifth Third Bank). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Addendum.

Pursuant to [Section 3.1][Section 3.2][Section 4.1][Section 4.2] of the Addendum, [Vantiv][Fifth Third Bank] hereby provides notice to [Fifth Third Bank][Vantiv] that [Vantiv][Fifth Third Bank] is exercising its [•] [Call Option][Put Option]. The closing of the [•] [Call Option][Put Option] will occur on the date and time specified in the Addendum.

Very Truly Yours,

[VANTIV, INC.][FIFTH THIRD BANK]

By:_________
Name:
Title:

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Charles D. Drucker, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vantiv, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 28, 2016

/s/ CHARLES D. DRUCKER

Charles D. Drucker
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Stephanie L. Ferris, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vantiv, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

July 28, 2016

/s/ STEPHANIE L. FERRIS

Stephanie L. Ferris
Chief Financial Officer

Exhibit 32

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Vantiv, Inc. (the "Company") on Form 10-Q for the period ending June 30, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company does hereby certify, pursuant to 18 U.S.C. § 1350 (as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002), that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

The foregoing certification (i) is given to such officers' knowledge, based upon such officers' investigation as such officers reasonably deem appropriate; and (ii) is being furnished solely pursuant to 18 U.S.C. § 1350 (section 906 of the Sarbanes-Oxley Act of 2002) and is not being filed as part of the Report or as a separate disclosure document.

July 28, 2016

/s/ CHARLES D. DRUCKER
Charles D. Drucker
President and Chief Executive Officer

July 28, 2016

/s/ STEPHANIE L. FERRIS
Stephanie L. Ferris
Chief Financial Officer

[A signed original of this written statement required by Section 906 has been provided to Vantiv, Inc. and will be retained by Vantiv, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.]