
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Amendment No. 3
to

FORM S-1

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Vantiv, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

7389
(Primary Standard Industrial
Classification Code Number)

26-4532998
(I.R.S. Employer
Identification Number)

**8500 Governor's Hill Drive
Symmes Township, Ohio 45249
(513) 900-5250**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**Nelson F. Greene, Esq.
Chief Legal Officer and Secretary
8500 Governor's Hill Drive
Symmes Township, Ohio 45249
(513) 900-5250**

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:

Alexander D. Lynch, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
(212) 310-8000 (Phone)
(212) 310-8007 (Fax)

Richard J. Sandler, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
(212) 450-4000 (Phone)
(212) 701-5224 (Fax)

**Approximate date of commencement of proposed sale to the public:
As soon as practicable after the effective date of this Registration Statement.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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 the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

The sole purpose of this amendment is to file certain exhibits to the registration statement as indicated in Item 16(a) of Part II of this amendment. No change is made to the preliminary prospectus constituting Part I of the registration statement or Items 13, 14, 15, or 17 of Part II of the registration statement. Accordingly, this amendment consists only of the facing page, this explanatory note and Item 16(a) of Part II and the signatures of the registration statement.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

Exhibit Number	Description of Exhibits
1.1*	Form of Underwriting Agreement.
2.1**	Master Investment Agreement among Fifth Third Bank, Fifth Third Financial Corporation, Advent-Kong Blocker Corp., Vantiv Holding, LLC (f/k/a FTPS Holding, LLC) and Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC) dated March 27, 2009 and as amended June 30, 2009.
2.2**	Agreement and Plan of Merger by and among NPC Group, Inc., FTPS-BG Acquisition Corp., Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC), and National Processing Holdings, LLC dated September 15, 2010.
3.1*	Form of Amended and Restated Certificate of Incorporation of Vantiv, Inc. to be in effect prior to the consummation of the offering made under this Registration Statement.
3.2*	Form of Amended and Restated Bylaws of Vantiv, Inc. to be in effect prior to the consummation of the offering being made under this Registration Statement.
4.1*	Form of Class A Common Stock Certificate.
5.1*	Opinion of Weil, Gotshal & Manges LLP.
10.1*	Amended and Restated Limited Liability Company Agreement of Vantiv Holding, LLC.
10.2**	First Lien Loan Agreement, dated as of November 3, 2010, among Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC), Goldman Sachs Lending Partners LLC as administrative and collateral agent, Bank of America, N.A., Credit Suisse Securities, Morgan Stanley Senior Funding, Inc., Fifth Third Bank SunTrust Bank and the other lenders party thereto.
10.3**	First Amendment to the First Lien Loan Agreement, dated as of January 19, 2011, among Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC), the various lenders from time to time party thereto, Goldman Sachs Lending Partners LLC as administrative and collateral agent, and the other agents party thereto.
10.4**	Second Amendment to the First Lien Loan Agreement, dated as of May 17, 2011, among Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC), the several banks and other financial institutions or entities from time to time parties thereto, Goldman Sachs Lending Partners LLC as administrative and collateral agent, and the other agents party thereto.
10.5**	Security Agreement, dated as of November 3, 2010, as amended and restated, among Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC) and certain of its subsidiaries and Goldman Sachs Lending Partners LLC as collateral agent.
10.6**	First Lien Guaranty Agreement, dated as of November 3, 2010, among Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC), Vantiv Holding, LLC (f/k/a FTPS Holding, LLC), and certain of its subsidiaries and Goldman Sachs Lending Partners LLC as administrative agent for the Guaranteed Creditors.
10.7*	Stock Purchase Agreement, dated as of June 29, 2009, among Fifth Third Bank, Fifth Third Financial Corporation and JPDN Enterprises, LLC.
10.8**	Management Agreement, dated June 30, 2009, between Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC) and Advent International Corporation.

Exhibit Number	Description of Exhibits
10.9*	Registration Rights Agreement, dated June 30, 2009, among Fifth Third Bank, Advent-Kong Blocker Corp., JPDN Enterprises, LLC, FTPS Partners, LLC and Vantiv Holding, LLC (f/k/a FTPS Holding, LLC).
10.10*	Warrant dated June 30, 2009 issued by Vantiv Holding, LLC (f/k/a FTPS Holding, LLC) to Fifth Third Bank.
10.11+	Referral Agreement, dated June 30, 2009, by and between Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC) and Fifth Third Bancorp.
10.12+	Master Services Agreement, dated as of June 30, 2009, between Fifth Third Bancorp and Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC).
10.13+	Amendment No. 1 to the Master Services Agreement, dated June 30, 2009 between Vantiv, LLC and Fifth Third Bancorp.
10.14+	Clearing, Settlement and Sponsorship Services Agreement, dated June 30, 2009, by and between Vantiv, LLC (f/k/a Fifth Third Processing Solutions, LLC) and Fifth Third Bank.
10.15*	Vantiv Holding, LLC Management Phantom Equity Plan.
10.16*	Form of Phantom Equity Award Agreement.
10.17*	Stock Transfer Agreement, dated as of June 30, 2009, among certain investment funds affiliated with Advent International Corporation, Advent-Kong Blocker Corp. and Pamela Patsley.
10.18*	Side Letter, dated June 30, 2009, by and between Pamela Patsley and certain investment funds affiliated with Advent International Corporation.
11.1**	Statement re computation of per share earnings (incorporated by reference to Notes to the Financial Statements included in Part I of this Registration Statement).
21.1**	Subsidiaries of the Registrant.
23.1**	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm, relating to Vantiv, Inc.
23.2**	Consent of Deloitte & Touche LLP, Independent Registered Public Accounting Firm, relating to Vantiv Holding, LLC and Transactive Ecommerce Solutions Inc.
23.3**	Consent of PricewaterhouseCoopers LLP, Independent Auditors, relating to NPC Group, Inc.
23.4*	Consent of Weil, Gotshal & Manges LLP (included in the opinion filed as Exhibit 5.1 hereto).
24.1**	Power of Attorney (included on signature page).

* To be filed by amendment

** Previously filed

+ Confidential treatment requested as to certain portions, which portions have been provided separately to the Securities and Exchange Commission

II-2

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cincinnati, State of Ohio, on February 14, 2012.

Vantiv, Inc.

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

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on February 14, 2012.

Signature	Title
*	
Charles D. Drucker	Chief Executive Officer, President and Director (Principal Executive Officer)

/s/ MARK L. HEIMBOUCH
Mark L. Heimbouch

Chief Financial Officer (Principal Financial and Accounting Officer)

*By:

/s/ NELSON F. GREENE
Attorney-in-Fact



CONFIDENTIAL TREATMENT REQUESTED

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

REFERRAL AGREEMENT

THIS REFERRAL AGREEMENT (this “*Agreement*”) is made and entered into as of June 30, 2009, by and between Fifth Third Processing Solutions, LLC, a Delaware limited liability company (“*Company*”) and FIFTH THIRD BANCORP, an Ohio corporation, on behalf of itself and its subsidiary depository institutions (collectively, “*Bank*”).

ARTICLE I

DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

“*Affiliate*” means with respect to any person or entity, any officer or director of such person or entity or any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such person or entity; provided, however, that, with respect to the Company, the term “*Affiliates*” shall only mean controlled Affiliates of FTPS Holding, LLC (“*Holdco*”).

“*Banking Services*” means ****, ****, “Banking Services” shall not include any service included within the definition of “Processing Services”.

“*Card*” means ****.

“*Card Association*” means individually or collectively (i) ****, (“****”) (ii) ****, (“****”); and (iii) any other bankcard association or payment card network that settles Processing Customer sales transactions effected with their Cards or other Financial Transaction Device, and any successor organization or association to any of the foregoing.

“*Card Association Regulations*” means the rules and regulations of a Card Association.

“*Existing Processing Customer*” means any Processing Customer under contract with, or in discussions (as of the date of this Agreement) to contract with, the Fifth Third Processing Solutions division of Bank to receive Processing Services as of the date of this Agreement or that enters into a contract with Company for Processing Services after the date of this Agreement that was not referred by Bank in accordance with the terms of this Agreement.

“*Financial Transaction Device*” or “*FTD*” means any card and any other financial transaction device, such as a stored value card, “smart” card or other evolutionary financial transaction device used for the purpose of obtaining credit or debiting consumer accounts, that is now or hereafter effected through transactions with Processing Customers.

“*FTPS Business*” means the business conducted by the Fifth Third Processing Solutions division of Bank, immediately prior to the date hereof.

“*Processing Customer*” means ****.

“*Processing Agreement*” means the contract between Company and a Processing Customer entered into as a result of a referral of such Processing Customer under the terms of this Agreement.

“*Processing Services*” means ****; provided that such service is a legally permissible service or activity for Bank and the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND CERTAIN COVENANTS OF COMPANY

2.1 Company hereby represents and warrants to Bank, as of the date hereof, as follows:

(a) Organization and Authority. Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Delaware. The Company has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Authorization, Conflicts, and Enforceability. The execution and delivery of this Agreement and the performance of the terms hereof by the Company have been duly authorized by all necessary action on the part of the Company. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated by the Company do not conflict in any material respect with, or constitute a material default under, the organizational documents of the Company, or, to Company’s actual knowledge, does not violate any applicable laws, rules, regulations, or orders, or any contract, instrument, or other agreement, whether written or oral, to which company is a party or by which the Company is bound except to the extent that any such conflict, default, or violation would not have a material adverse effect on the transactions contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(c) Card Association Regulations. To the Company's actual knowledge, it is in compliance in all material respects with all applicable Card Association Regulations.

2

2.2 Company hereby covenants to Bank as follows:

- (a) Registration. Company agrees to be continuously registered as required under all Card Association Regulations during the term of this Agreement. Any and all expenses incurred in connection with the maintaining of such registration shall be paid by Company.
- (b) Maintenance of BIN. At all times during the term of this Agreement, Company will maintain a relationship with a member of the Card Associations that maintains a BIN under which Company is registered as required by the applicable Card Associations.
- (c) Card Association Regulations. Company agrees that it will, during the term of this Agreement, comply in all material respects with all applicable Card Association Regulations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BANK

Bank hereby represents and warrants to the Company, as of the date hereof, as follows.

3.1 Organization and Authority. Bank is an Ohio corporation duly organized, validly existing, and in good standing under the laws of the state of Ohio. Bank has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

3.2 Authorization, Conflicts, and Enforceability. The execution and delivery of this Agreement and the performance of the terms hereof by Bank have been duly authorized by all necessary action on the part of Bank. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated by Bank, on behalf of itself and all of its Affiliates, does not conflict in any material respect with, or constitute a material default under, the organizational documents of Bank, or, to Bank's actual knowledge, does not violate any applicable laws, rules, regulations, or orders, or any contract, instrument, or other agreement, whether written or oral to which Bank is a party or by which Bank is bound except to the extent that any such conflict, default, or violation or would not have a material adverse effect on the transactions contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of the Bank, enforceable against Bank in accordance with its terms.

ARTICLE IV

REFERRALS

4.1 Referrals.

(a) From the date hereof through the term of this Agreement, Bank shall support and work with the Company in good faith to establish a procedure to refer, and exercise commercially reasonable efforts to so refer, prospective Processing Customers that contact Bank

3

or are contacted by Bank in regard to Processing Services to Company and not to any other party. ****. To the extent Bank or its applicable Affiliate is required by law or regulation to obtain consent from any prospective Processing Customer in order to make such referral or otherwise perform under this Agreement, to the extent not prohibited by applicable law, rule or regulation, it shall use reasonable best efforts to obtain such consent, which may include both written and/or electronic means to obtain in the best manner either positive or negative consent (considering such factors as effectiveness, degree of customer population penetration and feasibility). ****. Bank and Company shall from time to time evaluate and consult with each other regarding the effectiveness of the consent gathering approach and will make such adjustments to the approach in an effort to improve the effectiveness of the consent gathering approach. ****.

****.

(b) Company and Bank agree to work together in good faith and use commercially reasonable efforts to coordinate and carryout the referrals contemplated by this Section 4.1.

4.2 Provision of Processing Services; Exceptions. (a) From the date hereof through the term of this Agreement, except as permitted hereby, Bank shall not provide, and shall not enter into any agreements for Bank to provide, Processing Services with any person. Notwithstanding any other provision hereof, Bank shall be free to provide Processing Services directly to a prospective Processing Customer for which Bank has agreed to provide Clearing, Sponsorship and Settlement Services (as defined in the Clearing, Settlement and Sponsorship Services Agreement of even date herewith between Bank and the Company) to the Company, but which Company has declined to engage as a customer on the same terms as Bank is proposing to itself provide such Processing Services, and provided that, unless otherwise agreed by the Company, Bank shall engage Company as a subcontractor on terms to be agreed by the parties to provide the applicable processing services.

(b) ****.

4.3 Non-Solicitation; Exceptions. During the Term of this Agreement, Bank (a) will not engage in any solicitation of any Processing Customer or Existing Processing Customer for services similar to or competitive with the Processing Services other than for Company; and (b) will not engage, retain or assist a third party to solicit any Processing Customer or Existing Processing Customer pursuant to the foregoing prohibitions (the "**Non-solicitation**

Obligation”). In the event Bank acquires, is acquired or merges with any banks, other entities, branches or businesses that are obligated under an Existing Agreement to refer their customers to another provider of Processing Services, whether or not Bank is the surviving entity, then the successor or ****.

(b) ****.

4.4 Relationship Management.

(e) Responsibilities of each Party’s Relationship Manager. The responsibilities of each party’s relationship managers will include:

Each party agrees that their relationship managers will use commercially reasonable efforts to conduct the foregoing responsibilities. Each party shall be responsible for its own costs in conducting the foregoing responsibilities.

4.5 Promotion, Marketing and Related Support. Each party shall comply with the following:

(a) Without expanding either party’s obligations under Section 4.1(a), ****;

(b) To the extent allowed under applicable law and regulation, each party shall use ****

(c) ****

(d) ****

(e) ****

(f) ****

(g) ****

(h) ****

(i) ****

(j) The parties shall use their commercially reasonable efforts to comply with the foregoing. Each party shall be responsible for the costs of its own marketing materials in conducting the foregoing responsibilities.

4.6 Exclusive Rights with Respect to Customers. Except to the extent otherwise agreed by the parties in other agreements, as between Bank and Company, Company will have the exclusive right to provide, and to receive the economic benefits from providing, Processing Services to all Processing Customers and Bank will have the exclusive right to provide, and to receive the economic benefits from providing, Banking Services to all of its banking customers. Nothing in this Agreement gives any rights to Bank with respect to the provision of Processing Services to any Processing Customer or gives any rights to Company with respect to the provision of Banking Services provided by Bank to customers referred to Bank by Company. For the avoidance of doubt, the preceding sentence shall not limit the ability of Company to initiate transactions through Bank using the Banking Services supplied by Bank to comply with the Company’s obligations or a customer’s instructions under a separate agreement to debit and credit amounts to accounts maintained by such

customers at Bank or its Affiliates pursuant to express written authorization from such customers in their separate agreements with the Company. Bank and the Company shall each be able to accept or decline to provide Processing Services (in case of customers referred to Company) or Banking Services (in the case of customers referred to Bank) pursuant to such standards and criteria and on such terms and conditions as such party shall prescribe in its sole discretion. Notwithstanding the foregoing, Bank and the Company may, each in their sole discretion, agree to enter into arrangements from time to time whereby Company will accept Processing Customers referred to Company by Bank subject to Bank's provision of indemnification or other economic arrangements acceptable to the Company in its sole discretion.

4.7 Authority; Ownership. Each party will have full and exclusive authority to negotiate with each customer to establish, modify, terminate or extend the terms and conditions of any agreement or arrangement for the provision of Processing Services or Banking Services, as applicable, with such customer. Each party understands and agrees that it will in no way be responsible for, have an ownership interest in, or be a party to the agreements or arrangements between the other party and its customers, except as may be governed under a separate agreement between Bank and Company for Card Association clearing, settlement and sponsorship services. Agreements and arrangements with customers and the rights and

6

obligations thereunder may be modified, terminated or assigned by the party that entered into such agreement or arrangement, in whole or in part, in their sole discretion, subject only to specific limitations, if any, established in the applicable agreement or arrangement. This Section 4.7 will not be read to override any separate agreement made by the parties with respect to such matters.

4.8 Referrals and Information for Non-Affiliates. Notwithstanding any terms in this Agreement to the contrary, if Bank and Customer are no longer deemed to be "affiliates" (as defined in the Bank Holding Company Act of 1956, as amended), the Bank and Client hereby agree and acknowledge that the parties will work together in good faith to formulate mutually agreeable modifications to this Agreement to provide for the continued accomplishment of the intent of this Agreement.

ARTICLE V

TERM AND TERMINATION OF AGREEMENT

5.1 Term of Agreement. The term of this Agreement begins on the date hereof and shall continue for ten (10) years and shall thereafter be automatically renewed for successive **** (****) **** terms unless either party notifies the other at least **** (****) months prior to the expiration of the then current term that such party does not desire that the Agreement be renewed, unless otherwise terminated pursuant hereto; provided, however, no termination or expiration of this Agreement shall relieve either of the parties hereto of its liability for payment of any monetary obligation incurred prior to the effective date of such termination or for damages for breaches hereof occurring prior to such termination.

5.2 Non-bankruptcy Termination.

(a) Automatic Termination. Notwithstanding anything herein to the contrary, this Agreement shall terminated automatically in the event that the Company is prohibited or otherwise prevented from providing Processing Services with respect to **** and **** for more than sixty (60) consecutive days.

(b) Termination upon Material Breach. Either party may terminate this Agreement if the other party is in material breach under the terms of this Agreement and has not cured such breach within thirty (30) days after written notice of demand for cure has been provided by the non-breaching party.

5.3 Termination due to Bankruptcy or Other Similar Events. In the event of the occurrence of any of the following events (each, a "**Termination Event**"), the other, non-insolvent party shall have the right to terminate this Agreement immediately upon providing written notice to the other party:

(a) the commencement of any bankruptcy, insolvency, reorganization, dissolution, liquidation of debt, receivership or conservatorship proceeding or other similar

7

proceeding under federal or state bankruptcy, debtors relief, or other 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.

ARTICLE VI

PAYMENT

6.1 Payment for Processing Service Referrals. As payment for the referral of Processing Customers hereunder, the Company shall pay Bank amounts equivalent to the direct incentives Bank pays to its personnel under Section 4.5 hereof, plus any and all withholding or other taxes associated with such payment. Such payment shall be made to Bank in advance of Bank's payment to its personnel in accordance with the incentive programs described in Section 4.5.

6.2 Payment for Banking Service Referrals. As payment for the referral of Banking Customers hereunder, Bank shall pay the Company amounts equivalent to the direct incentives the Company pays to its personnel under Section 4.5 hereof, plus any and all withholding or other taxes associated with such payment. Such payment shall be made to the Company in advance of the Company's payment to its personnel in accordance with the incentive programs described in Section 4.5.

6.3 ****.

6.4 ****.

ARTICLE VII

INDEMNIFICATION; LIMITATION OF LIABILITY

7.1 Company agrees to indemnify Bank and hold Bank harmless from and against any and all liabilities, losses, costs or expenses, including reasonable attorneys' fees and expenses, that result from or arise out of (i) the performance, or failure to perform, by Company of any of its obligations hereunder or (ii) any third party claims asserted against Bank relating to the Company's provision of Processing Services to Processing Customers; provided that no such indemnification obligation shall exist to the extent such liabilities, losses, costs or expenses are the direct or indirect result of, or arose from, the negligence or willful misconduct of Bank.

7.2 Bank agrees to indemnify Company and hold Company harmless from and against any and all liabilities, losses, costs or expenses, including reasonable attorneys' fees and expenses, that result from or arise out of (i) the performance, or failure to perform, by Bank of any of its obligations hereunder or (ii) third party claims asserted against the Company relating to Bank's provision of Banking Services to its customers; provided that no such indemnification

8

obligation shall exist to the extent such liabilities, losses, costs or expenses are the direct or indirect result of, or arose from, the negligence or willful misconduct of the Company.

7.3 Neither party hereto shall be liable to the other party under this Agreement for lost profits, lost business or any incidental, special, consequential or punitive damages (whether arising out of circumstances known or foreseeable) suffered by the other, its customers or any third party in connection with the subject matter of this Agreement, provided that the foregoing limitation shall not apply to the breach by either party of the confidentiality provisions set forth in Section 8.14 of this Agreement to the extent that a party's liability for damages is caused by that party's gross negligence or willful misconduct.

ARTICLE VIII

MISCELLANEOUS

8.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Bank or Company herefrom, shall in any event be effective unless the same shall be in writing and signed by both parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8.2 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 Bank:	Fifth Third Bank 38 Fountain Square Plaza Cincinnati, OH 45263 Telephone: (513) 579-4300 Telecopy: (513) 534-6757 Email: paul.reynolds@53.com Attention: Paul Reynolds
with copy to: (which shall not constitute notice)	Fifth Third Bank c/o Fifth Third Bancorp 38 Fountain Square Plaza, MD 10AT76 Cincinnati, OH 45263 Telecopy: (513) 534-6757

9

	Attention: General Counsel
with a further copy to:	Sullivan & Cromwell LLP 125 Broad Street New York, New York 10004 Telephone: (212) 558-4000 Telecopy: (212) 291-9085 (212) 291-9065 Email: korrya@sullcrom.com gladina@sullcrom.com Attention: Alexandra D. Korry Andrew R. Gladin

If to Company:	c/o Fifth Third Bank
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38 Fountain Square Plaza
Cincinnati, OH 45263
Telephone: (513) 579-4300
Telecopy: (513) 534-6757
Email: paul.reynolds@53.com
Attention: Paul Reynolds

With copies to:
(which shall not
constitute notice)

Advent International Corp.
75 State Street
Boston, Massachusetts 02109
Telephone: (617) 951-9400
Email: cpike@adventinternational.com
Attention: Chris Pike

and:

Weil, Gotshal and Manges, LLP
100 Federal Street, 34th Floor
Boston, Massachusetts 02110
Telephone: (617) 772-8300
Telecopy: (617) 772-8333
Email: james.westra@weil.com
marilyn.french@weil.com
Attention: James R. Westra
Marilyn French

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 8.2. Any notice, demand or other communication given pursuant to the provisions of (a) Section 8.2(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 8.2(iii) shall be deemed to have been given one (1) business day after being sent by

10

such overnight courier, and (c) Section 8.2(iv) shall be deemed to have been given on the date of electronic confirmation of receipt.

8.3 No Waiver; Remedies. No failure by Bank or Company to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

8.4 Third Party Beneficiaries. None of the parties to this Agreement intends this Agreement to benefit or create any right or cause of action in or on behalf of any person other than Bank or Company and their respective permitted successors and assigns.

8.5 Successors and Assigns. All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereto may not be assigned or delegated by any party without the prior written consent of the other party; provided, however, that such consent shall not be required (a) for the assignment by any party of its rights and privileges hereunder to a person or entity controlling, controlled by or under common control (based on ownership of voting rights) with such party (it being understood that no such assignment shall relieve the assigning party of its duties or obligations hereunder), (b) for the assignment and delegation by any party of its rights, privileges, duties, and obligations hereunder to any person into or with which the assigning party shall merge or consolidate or to which the assigning party shall sell all or substantially all of its assets or (c) for Company to assign or otherwise transfer this Agreement, in whole or in part, in connection with a sale in whatever form by Company of a material business unit.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, without regard to any applicable conflicts of laws.

8.7 Entire Agreement. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement.

8.8 JURISDICTION AND JURY WAIVER. THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS AGREEMENT SHALL PROPERLY AND EXCLUSIVELY LIE IN FEDERAL OR STATE COURT LOCATED IN CINCINNATI, OHIO. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WILL BE PROPER IN ANY SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF ANY SUCH ACTION. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT

11

REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT. THE PARTIES HEREBY FURTHER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY MAY BE PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. THIS WAIVER OF JURY TRIAL IS SEPARATELY GIVEN, KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE. EACH PARTY IS HEREBY AUTHORIZED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES HERETO SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF SUCH WAIVER OF RIGHT TO TRIAL BY JURY.

8.9 Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

8.10 Independent Contractors. Nothing contained in this Agreement shall be construed as constituting a partnership, joint venture or agency between or among any of the signatories hereto. Rather, the signatories hereto shall be deemed independent contractors for all purposes.

8.11 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

8.12 Counterparts; Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. 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.

8.13 Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

8.14 Confidentiality.

(a) Confidential Information. It is anticipated that it will be necessary in connection with their obligations under this Agreement, for the parties to disclose to each other

12

confidential or proprietary information, including technical, economic, financial and marketing information, which such party considers confidential ("**Confidential Information**").

(b) Confidentiality and Limited Use.

(i) With respect to all Confidential Information, the parties agree as follows, it being understood that "recipient" indicates the party receiving the Confidential Information from the other "disclosing" party. Confidential Information disclosed to the recipient shall remain the property of the disclosing party and shall be maintained in confidence by the recipient with the same care and diligence as the recipient maintains its own Confidential Information. Confidential Information shall not be disclosed to third parties by the recipient and, further, shall not be used except for purposes contemplated in this Agreement.

(ii) In the event any party becomes legally compelled to disclose any of the Confidential Information, such party will, if legally permitted, provide to the other parties prompt notice so that each other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or compliance with the provisions of this Agreement is waived, a party will furnish only that portion of the Confidential Information which is legally required, and to the extent requested by the other party, will exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. Nothing contained in this Section 8.14 shall require Bank to give any notices concerning or restricting Bank from providing Confidential Information to its banking regulators as part of their periodic oversight and examination.

(iii) Notwithstanding anything to the contrary herein, the term "Confidential Information" shall not include any information that: (i) is in the public domain (unless resulting from breach of this Agreement) 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 the Company or the Bank and its business was available to the Company or Bank respectively 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 practicable 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.

(iv) Both parties agree that the terms and conditions of this Agreement shall be treated as confidential information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form without the prior written consent of the other party; provided, however, that the general existence of this Agreement shall not be treated as confidential information and that either party may disclose the terms and

13

conditions of this Agreement: (a) as required by any court or other governmental body or regulator; (b) as otherwise required by law including a party's obligations under applicable securities laws; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, ratings agencies, proposed investors, and financing sources and their advisors; (e) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

(c) Disclosures to Personnel. Recipient agrees to advise those of its officers, directors, employees, associates, agents, and consultants who become aware of the Confidential Information of the confidentiality and limited use obligations detailed in this Section 8.14, and agrees, prior to any disclosure of Confidential Information to such individuals or entities, to direct them to treat such information as confidential and to limit the use of such information as provided in this Agreement. A receiving party shall be responsible for any breach of the confidentiality provisions of this Agreement by its officers, directors, employees, associates, agents, and consultants.

(d) Return of Confidential Information. Upon termination of this Agreement, originals and copies of Confidential Information in written or other tangible form will be returned to the disclosing party by recipient or destroyed with destruction certified by a senior officer of the recipient. Notwithstanding anything contained herein to the contrary, however, it is understood and agreed that each party reserves for itself the right to retain copies (paper or electronic) of any information, including Confidential information, that is presented to its Board of Directors or is otherwise necessary in accordance with its record retention procedures and systems for legal, compliance or regulatory purposes. Each party shall maintain the confidentiality of any such retained record to the same extent required under this Agreement.

(e) Customer Information. The Company acknowledges that in its consideration of the Confidential Information it may have access to data and information regarding Bank's customers and consumers and Nonpublic Personal Information (as that term is used and defined in 15 U.S.C. Section 6801, et. seq.), of Bank. Accordingly, with respect to Bank's customers and consumers, Company agrees that it shall be bound by, and shall at all times, comply with, Bank's Consumer Confidentiality Agreement attached hereto as Exhibit A and made a part hereof. The terms of the Consumer Confidentiality Agreement shall be read and construed in accordance with the terms of this Agreement.

8.16 Non-Affiliates. For purposes of any duties and obligations to the other party as set forth in this Agreement, Bank and Company shall not be considered "Affiliates" or "affiliates" of one another notwithstanding Bank's ownership of equity in Company.

14

8.17 Limitations Due to Applicable Law. To the extent certain obligations of either party hereunder are qualified by the phrase "to the extent allowed under applicable law" or any similar phraseology, the parties agree to use commercially reasonable efforts to develop solutions which are in compliance with applicable law.

8.18 Consumer Privacy. Nothing in this Agreement shall be deemed to require either party to take any action that would cause either of Bank or the Company to violate applicable consumer privacy law, including Title V of the Gramm-Leach-Bliley Act and the Fair Credit Reporting Act.

(signatures on following page)

15

IN WITNESS WHEREOF, the parties hereto have caused this Referral Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

COMPANY:

Fifth Third Processing Solutions, LLC

By: /s/ Charles D. Drucker

Name: Charles D. Drucker

Title: Chief Executive Officer

[SIGNATURE PAGE TO REFERRAL AGREEMENT]

BANK:

FIFTH THIRD BANCORP

By: /s/ Paul L. Reynolds

Name: Paul L. Reynolds

Title: Executive Vice President, Secretary and Chief Legal Officer

[SIGNATURE PAGE TO REFERRAL AGREEMENT]

EXHIBIT A

CONSUMER CONFIDENTIALITY AGREEMENT

This is an agreement by and between Fifth Third Bancorp, on behalf of itself and its subsidiaries, affiliates and all related entities (collectively "**Fifth Third**"), and the Company who signs this Agreement and its subsidiaries, affiliates and all related entities.

1. **Purpose.** Company has contracted or will contract, to provide certain services or goods, or both, to or on behalf of customers of Fifth Third. Company may receive or learn of certain Nonpublic Personal Information of Fifth Third. Title V of the Financial Services Modernization Act (15 U.S.C. Section 6801, et. seq.), prohibits Fifth Third from sharing Fifth Third Nonpublic Personal Information with unaffiliated third parties except in certain limited situations. To assure compliance with the Act, Fifth Third is willing to share Fifth Third Nonpublic Personal Information with Company and Company is willing to accept that Information under the terms of this Agreement. Therefore, Fifth Third and Company agree to the following terms, covenants and conditions:
2. **Definitions.** In this Agreement, the following terms have the meanings given below:
 - a. **“Consumer”** means an individual who has obtained a product or service from Fifth Third for personal, family, or household purposes and includes an individual’s legal representatives.
 - b. **“Fifth Third Nonpublic Personal Information”** means any information of Fifth Third that (a) relates to any Consumer; (b) relates to, or derives from, any transaction between Fifth Third and any Consumer; or (c) is a list, description or other grouping of Consumers. Fifth Third Nonpublic Personal Information shall include, but is not limited to, application information, medical information, account information, Consumer names & addresses, consumer report information, and the mere fact that an individual is or was a customer of Fifth Third.
3. **Use of Fifth Third Nonpublic Personal Information.** Company shall use Fifth Third Nonpublic Personal Information solely for the purposes contemplated by the Referral Agreement or as Fifth Third may later authorize in writing after the date of this Agreement. Company agrees to immediately notify Fifth Third upon the occurrence of an unauthorized disclosure of any Fifth Third Nonpublic Personal Information.
4. **Prohibition on Sharing Fifth Third Nonpublic Personal Information.**
 - a. Except as permitted in this Section 4, Company shall not disclose, directly or indirectly, to others any Fifth Third Nonpublic Personal Information except as contemplated by the Referral Agreement. Company may permit its employees, officers and agents to have access to Fifth Third Nonpublic Personal Information only on a need-to-know basis to permit Company to perform actions contemplated by the Referral Agreement. Company shall take such steps as are reasonably satisfactory to Fifth Third to assure the confidentiality of the Fifth Third Nonpublic Personal Information, including without limitation, informing such employees, officers or agents of Company’s obligation to maintain the strict confidentiality of the information as required under this Agreement. Fifth Third shall be entitled to audit Company’s use of, and procedures to protect, Fifth Third Nonpublic Personal Information during regular business hours upon forty-eight hours prior notice.
 - b. Company may disclose Fifth Third Nonpublic Personal Information: (i) as reasonably necessary to its auditors, accountants, counsel, and regulators who are under an obligation to maintain the confidentiality of the Fifth Third Nonpublic Personal Information, and (ii) if Company is a financial institution as defined under Title V of the Financial Services Modernization Act, to respond to government regulatory authorities having jurisdiction over Company for examination, compliance, or other purposes as authorized by law. However, any such disclosure may be made only after giving Fifth Third prior notice of the potential disclosure.
 - c. Company may disclose Fifth Third Nonpublic Personal Information to comply with a properly authorized civil, criminal or regulatory investigation or subpoena or summons issued by a federal, state, or local authority, and respond to judicial process. However, any such disclosure may be made only after giving Fifth Third prior notice of the potential disclosure and a reasonable opportunity to intervene to apply for such legal protection as may be available with respect to the confidentiality of the Fifth Third Nonpublic Personal Information. If a protective order or other remedy is not obtained, or Fifth Third waives compliance with the provisions of this Subsection, Company agrees to disclose only that portion of the Fifth Third Nonpublic Personal Information that Company is advised by written opinion of counsel is legally required.
5. **Breach.** Breach of this Agreement shall be cause for Fifth Third, at its option, to terminate, without payment of any penalty, conversion fees, or other cost, any contract under which Company has or may receive or learn of Fifth Third Nonpublic Personal Information. Fifth Third’s remedies for breach of this Agreement shall be cumulative and shall not be exclusive. Termination of this Agreement for breach shall not preclude Fifth Third from seeking other remedies available to it under this Agreement or at law or in equity.
6. **Enforcement.** Company acknowledges that money damages are not alone a sufficient remedy for a breach of this Agreement. Fifth Third shall be entitled to equitable relief, including an injunction and specific performance, in the event of any breach of any provision of this Agreement, in addition to all other remedies available to Fifth Third at law or in equity. This Agreement may be enforced against Company by any Fifth Third entity (Fifth Third Bancorp and each of its direct and indirect subsidiaries) whose Fifth Third Nonpublic Personal Information is at any time in the possession of Company.
7. **Indemnification.** Company agrees to indemnify and hold Fifth Third, its directors, officers, and employees, and Fifth Third’s direct and indirect subsidiaries and their directors, officers and employees, harmless from any damages, loss, cost or liability (including court costs and reasonable attorneys’ fees and the cost of enforcing this indemnity provision) arising out of or resulting from the unauthorized use or disclosure by or through Company of Fifth Third Nonpublic Personal Information or any other violation of this Agreement.

EXHIBIT A TO REFERRAL AGREEMENT

8. **Return of Information.** Upon the termination of any contractual arrangement between Company and Fifth Third or upon Fifth Third’s request, Company shall at Fifth Third’s option either (a) promptly return to Fifth Third all Fifth Third Nonpublic Personal Information and upon Fifth Third’s request certify in writing that Company has not retained in any form any of the Fifth Third Nonpublic Personal Information, or (b) promptly destroy all Fifth Third Nonpublic Personal Information in its possession or in the possession of its agents and certify in writing to Fifth Third that all of the Fifth Third Nonpublic Personal Information has been destroyed and none has been retained in any form.
9. **Effect.** This Agreement shall amend, supplement, and supersede each agreement between Fifth Third and Company as it pertains to any access that Company may have to Fifth Third Nonpublic Personal Information. If the terms and conditions of Company’s contract with Fifth Third conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control. This Agreement may not be amended by any subsequent agreement except an agreement that specifically refers to this Agreement and that is signed by Fifth Third and Company. This Agreement shall survive the termination of any contractual arrangement between Company and Fifth Third.
10. **Governing Law.** This Agreement shall be governed by the law of the State of Ohio, without regard for principles of conflicts of law.

By signing below, the Parties agree to the terms of this Agreement.

FIFTH THIRD BANK

By _____

Date: _____

COMPANY

By _____
Authorized Signature

Print Name

Its _____
Print Title

Date: _____

EXHIBIT A TO REFERRAL AGREEMENT

CONFIDENTIAL TREATMENT REQUESTED

INFORMATION FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED IS OMITTED AND NOTED WITH “**”. THE SERVICE LEVEL SCHEDULE, EXHIBIT A AND THE RISK ADDENDUM HAVE BEEN OMITTED AND NOTED WITH “****” BASED ON A REQUEST FOR CONFIDENTIAL TREATMENT.**

AN UNREDACTED VERSION OF THIS DOCUMENT HAS ALSO BEEN PROVIDED TO THE SECURITIES AND EXCHANGE COMMISSION.

Execution Version

MASTER SERVICES AGREEMENT

This Master Services Agreement dated as of June 30, 2009, is made between Fifth Third Bancorp, an Ohio corporation, on behalf of itself and its subsidiary depository institutions, having its principal office at 38 Fountain Square Plaza, Cincinnati, Ohio 45763 (collectively “Customer”) and Fifth Third Processing Solutions, LLC having its principal office at 38 Fountain Square Plaza, Cincinnati, Ohio 45763 (“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 which shall be effective on the date first stated in this Agreement (“Effective Date”):

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below: (a) “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; (b) “Addendum” or “Addenda” shall mean the 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 data processing services will be provided by Vendor to Customer, and the fees to be charged therefor; (c) “Services” shall mean the services, functions and responsibilities provided by Vendor to Customer as described in the Agreement and the Addenda; and, (d) other defined terms applicable to this Agreement and each Addendum will be contained in the “Core Services Addendum” or such other Addendum entered into from time to time by Vendor and Customer and incorporated therein. In the event of an inconsistency between the terms of any Addenda and the terms in the Master Services Agreement, the terms in the Addenda shall control. The parties agree that all Addenda shall be incorporated herein and made part of this Agreement. This Master Services Agreement contains the general terms and conditions applicable to each Addendum. Each Addendum describes the specific Services to be provided by Vendor to Customer and supplements the Master Services Agreement.

2. SERVICES

(a) Vendor’s Obligations. Vendor will perform the Services as set forth in the Agreement and the Addenda. The parties expressly acknowledge that prior to the Effective Date, Vendor was a part of Customer and providing the Services to Customer. It is expressly agreed that on and after the Effective Date that, unless otherwise specified herein, the Services shall be provided in a manner that is substantially the same as Vendor’s historical practices and procedures of providing the Services as the Services were being provided prior to the Effective Date. Vendor may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Vendor, provided that such changes do not result in a material degradation, diminishment or reduction in any of the Services or their functionality, accuracy, or timeliness or, except in the case of new services which are introduced, result in a material change in cost to Customer. Vendor will use its reasonable best efforts to notify Customer of any such changes that will materially affect Customer at least **** days prior to the implementation date of any such change. Customer may request new services and Vendor and Customer will work in good faith to estimate the time and costs of any such service but Vendor shall be under no obligation to provide such services except as specifically agreed in writing. Vendor will notify Customer in writing within **** days of such request whether Vendor will provide such new service along with the estimated time and costs.

(b) Exclusivity; Exceptions. Unless otherwise excluded by the terms of the Core Services Addendum or other Addendum, the parties agree that Vendor shall be the exclusive provider to Customer and each of its depository institution affiliates of the Services described in the Core Services Addendum and any other Addenda to this Agreement (except as specifically set forth in such Addenda). ****

**** Notwithstanding anything in this paragraph, Vendor agrees that Customer may obtain any Service provided under this Agreement from another provider (or Customer may perform such services for itself) (i) in the event of a Force Majeure Event (as defined below) which prevents Vendor from performing such Service but only for so long as Vendor is so prevented (it being understood that upon the resolution of the Force Majeure Event, 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); (ii) if Vendor completely fails to perform any such Service; or (iii) with respect to the acquisition of a Future Affiliate (as defined below) or branches or offices thereof, subject to an existing arrangement with another processor with respect to such Services as set forth in (c) below. In the event that the Customer obtains any Service from a party other than Vendor or performs any Service for itself pursuant to the exceptions in this Section 2(b) above, then, in the event that Vendor subsequently provides such Service, Vendor, in its sole discretion, may elect to cause Customer to use Vendor exclusively for such Service, provided, however, should Vendor make such election Vendor hereby agrees, and shall further agree in writing following such election, that Vendor shall reimburse Customer for any documented applicable fee, penalty and transition costs, which shall include but are not limited to any termination payment, conversion and deconversion costs and expenses that Customer is contractually obligated to pay to the party then providing such Service to Customer and Customers documented internal time and materials costs, but shall not include any fees paid by Customer to such third party for such replacement services. At Vendor’s request Customer shall provide an estimate of the amount which Vendor will be required to reimburse Customer pursuant to the preceding sentence prior to Vendor determining whether to exercise the rights therein; provided that such estimate will not be a limit on the amount due Customer in the event of any such termination.

(c) Affiliate Servicing. Customer is a parent or holding company for various financial institutions and has executed, and is empowered to authorize, the Agreement on behalf of itself and such financial institutions so that each of its affiliated financial institutions does not have to enter into a separate agreement. “Affiliate” or “Affiliates”, as used herein, shall mean a retail and/or commercial banking, financial institution in which more than fifty percent

(50%) of the equity or stock of such institution is either owned by or directly controlled by Customer (or any successor). Notwithstanding the foregoing, Vendor and Customer

agree that Customer shall be liable for the obligations of each Affiliate and each Affiliate shall be liable for its own obligations, but shall not be jointly liable to Vendor for obligations of Customer or any other Affiliate. Vendor shall maintain records and segregate the transactions and settlement by individual Affiliate entity using the acronyms for such Affiliate designations as agreed upon by Customer and Vendor. In the event Customer acquires any other Affiliates after the Effective Date ("Future Affiliate"):

(i) if such Future Affiliate is not receiving services similar to the Services from any source at the time of the acquisition or at such later time as it ceases to receive such similar services as contemplated by clause (ii) below, then the Future Affiliate shall receive the Services from Vendor pursuant to this Agreement.

(ii) if such Future Affiliate is receiving services similar to the Services hereunder pursuant to another agreement, Customer shall not be required to terminate such pre-existing agreement if it would be required to pay termination fees or other penalties in order to terminate such other agreement and/or convert such Future Affiliate to the Services hereunder, provided, however, that Vendor may, in its sole discretion, elect to direct such Future Affiliate to terminate such other agreement provided, however, should Vendor make such election Vendor hereby agrees, and shall further agree in writing following such election, that Vendor shall reimburse Customer for any documented applicable fee, penalty and transition costs borne by Customer or such Future Affiliate and payable to such third party service provider in connection with termination, which shall include but will not be limited to any termination payment, conversion and deconversion costs and expenses that Customer is contractually obligated to pay to such third party service provider and Customer's documented internal time and materials costs. At Vendor's request Customer shall provide an estimate of the amount which Vendor will be required to reimburse Customer pursuant to the preceding sentence prior to Vendor determining whether to exercise the rights therein; provided that such estimate will not be a limit on the amount due Customer in the event of any such termination.

Not in limitation of the foregoing, in the event Customer or any of its Affiliates acquires, is acquired or merges with any banks, other entities, branches or businesses that have entered into an agreement to provide services similar to the Services with a third party other than Vendor, whether or not Customer or its applicable Affiliate is the surviving bank or entity (a "**Bank Transaction**"), then the successor or those merged or acquired banks, other entities, branches or businesses may continue to receive such services under their existing contracts or agreements (the "**Existing Agreements**") for the duration of those contracts or agreements; provided, however, that: (A) if directed to do so by Vendor, Customer (or its successor) will terminate such contract and Vendor will pay any and all termination, conversion or other fees, costs and expenses (including reasonable attorney's fees and court costs) and will assume any and all liabilities associated with such termination; (B) Customer (or its successor) shall terminate or not renew all such contracts or arrangements 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 Vendor shall remain liable for any liabilities and expenses incurred by Customer as contemplated pursuant to subsection (A) above; (C) any new branches or businesses created after the date of such merger or acquisition shall receive Services from Vendor pursuant to the terms of this Agreement as though originally a part of Customer as of the date hereof under this Agreement; and (D) all banks, branches and other entities of Customer in existence immediately prior to the time of such merger or acquisition shall continue to receive Services from Vendor pursuant to the terms of this Agreement.

(iii) In the event Customer acquires banks, branches or businesses processing under an existing contract between the acquired entity and Vendor, Customer shall be entitled to utilize the lower of the pricing contained in such agreement for the acquired entity for the remainder of the term of that agreement or allow the acquired entity to utilize the pricing under this Agreement for Services hereunder without penalty under the existing agreement.

(iv) In the event of any conversion of a Future Affiliate to Vendor's system and/or the Services, except as permitted by the proviso to this sentence and Section 2(c)(ii) above, such conversion shall be at no charge to Customer or such Future Affiliate and 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 financial institution customers, in the conversion of such Future Affiliate, provided that Vendor shall be permitted to charge such Future Affiliate for actual costs borne by Vendor in connection with such conversion.

(d) ****

(e) Without limiting Vendor's obligations hereunder, Vendor will not delegate, assign or otherwise arrange for the provision of all or part of the Services to be performed by an agent, contractor, supplier or vendor of Vendor ("Subcontractor") 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, in the reasonable good faith opinion of Customer (supported by the reasoned judgment of counsel) it would cause a violation of applicable laws or regulations or if the proposed Subcontractor is a director competitor of Customer; provided, however, that Vendor shall not be required to obtain Customer's consent in the event such Subcontractor is approved for use by Customer as of the date of this Agreement. In the event Customer consents to a Subcontractor, Vendor's written agreement with such Subcontractor shall include provisions that ensure that such Subcontractor have 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. No Services will be performed outside the United States (including those of 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.

(f) Vendor represents, warrants and covenants that it is Payment Card Industry Data Security Standard ("PCI DSS") compliant as required by the card associations and Networks and will remain PCI DSS compliant for applicable card associations and Networks during the term of this Agreement, all Services will be provided in compliance with the Network Documentation and will comply with all applicable bylaws, operating regulations and rules of the same.

3. TERM

The term of this Agreement shall commence June 30, 2009, and shall continue thereafter for the term set forth in the Core Services Addendum attached hereto and incorporated herein by reference, unless earlier terminated in accordance with this Agreement or any Addendum.

4. FEES AND PAYMENTS

(a) The Customer shall pay to Vendor for the Services performed, the fees and expenses at the rates set forth in the Fee Schedule to the Core Services Addenda, which shall be described on a Vendor's Services Invoice. Such invoice shall be issued monthly for Services rendered during the prior month no later than the **** day of each calendar month. Vendor shall provide such invoices segregating charges and amounts owed by individual Affiliate entity using the acronyms for such Affiliate designations as agreed upon by Customer and Vendor. Such invoices shall provide customary detail and backup in a manner sufficient to determine the accuracy and validity of the billing. Customer may request reasonable additional information with such detailed summary. Customer shall pay the amount of such invoice by having Vendor debit, via ACH, Customer's billing account upon delivery of the invoice. Amounts due to or from each party hereunder may be netted on invoices provided an appropriate description appears

on the invoices. ****

It is the responsibility of Vendor to accurately invoice Services provided under this Agreement. Notwithstanding that Customer has paid any invoice, Customer shall have the right to dispute any amount for a period of sixty (60) days from the date of the invoice on which such amount appeared. To the extent any dispute is ultimately resolved in the Customer's favor, Vendor shall refund to Customer the applicable disputed amount plus daily interest at the applicable federal funds rate beginning to accrue as of the date of payment by Customer. Vendor may not increase the fees during the first **** (****) **** of the Initial Term of any Addendum, excluding any price increase due to increased taxes as described in Section 15, increased fees or assessments imposed by third party providers such as, but not limited to, telecommunication companies and national or regional network switch providers ("Third Party Increases"). After the first **** (****) **** of the Initial Term, Vendor may change, at its discretion, any fee upon notice to Customer; provided, however, that any increase in prices for existing recurring Services shall not exceed the lesser of **** percent (****%) per annum, or **** percent (****%) of the change, expressed as a percentage in the official Consumer Price Index ("CPI") (CPI=the annual percentage increase in the Consumer Price Index of All Urban Consumers (CPI-U) United States City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Chain-type Price Index, as published by the U.S. Department of Commerce Bureau of Economic Analysis or any successor thereto (for the most recent 12 month period for which data is available), in any calendar year, excluding any Third Party Increases. Vendor agrees that Vendor may not add any new fees or line items to the current fee schedule at any time during the Term without the written agreement of Customer; **** in any case upon notice to Customer and, upon Customer's request, provision to Customer of evidence of such increase that is reasonably satisfactory evidence to Customer. Any Third Party Increases are on a pass through basis ****.

(b) Notwithstanding any other provisions of this Section 4, in the event that by virtue of any law, rule, or regulation now existing or hereinafter enacted, Vendor or Customer becomes obligated to change in any fashion its manner of doing business in order to comply with such law, rule or regulation and Vendor incurs any increased cost by virtue thereof, Vendor may increase its fees to Customer as necessary to offset such increased costs to the extent such costs are related to Customer. If such increased costs affect Customer and other customers of Vendor, any such increased costs shall be allocated among all affected customers of Vendor on a reasonable basis. Any increased fees hereunder, shall not be taken into account for purposes of any price adjustment.

(c) ****

5. TITLE TO THE SERVICES

Unless specifically set forth in an Addendum to the contrary, Customer agrees it is acquiring only a limited, nontransferable, non-sublicensable, non exclusive right to use the Services; provided, however, that this shall not limit Customer's rights to use the Services among Customers' affiliates. Vendor shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Customer hereunder and any invention, development, product, intellectual property, technology, content, trade name, trademark, service mark, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Agreement. Notwithstanding the foregoing, Vendor obtains no right, title or interest to (i) confidential information provided by Customer about Customer, its business or the transactions or confidential information of Customer's customers pursuant to this Agreement or (ii) data of Customer or Customer's customers, provided that Customer shall grant Vendor access to Customer's systems to receive the Services. Customer hereby grants to the Company a license during the term of this Agreement to so access Customer's systems and to use any such such information and data in connection with Vendor's performance of its obligations hereunder. 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. In the event of any claim of infringement (or reasonable basis for such a claim pursuant to the opinion of Vendor's counsel), Vendor may either continue to provide the Services to Customer with non-infringing systems of equal functionality, obtain the right to continue to provide the Services to Customer, or discontinue the Service.

6. CONFIDENTIAL INFORMATION

(a) Confidential Information Supplied by Vendor. Customer acknowledges that the methods, techniques, programs, devices and operations of Vendor are of a confidential nature, and are valuable and unique assets of Vendor's business. During the term of this Agreement and following the expiration or termination thereof, Customer shall not disclose any such confidential information to any person or entity, other than to those employees and agents of Customer who participate in the performance of this Agreement and need access to such information, and/or governmental agencies that regulate and examine Customer, provided however, Customer may disclose information it receives as may be required by any federal, state or local ordinance, any regulation or directive of any governmental agency or any court order or legal process upon prior written notice and consent of Vendor. Upon the later of the expiration/termination of this Agreement and the date Customer is no longer required to maintain such confidential information for governmental/regulatory compliance, Customer shall either deliver to Vendor all confidential information of Vendor, and all copies thereof, relating in any way to the Services or to Vendor, whether delivered in physical paper version or electronically to Customer or, alternatively, certify in writing to Vendor that all such confidential information has been properly destroyed by Customer. Customer acknowledges that it does not have nor can Customer acquire any right in or claim to such confidential information. Customer shall take all necessary steps, to cause its employees, agents, and third party auditors, to comply with the terms of this Section 6(a). Customer acknowledges that Vendor shall be entitled to seek injunctive relief and any other remedies as may be available at law or in equity in the event Customer or its employees or agents violate the provisions contained in this Section 6(a). The restrictions contained in this Section 6(a) shall not apply to any information which (i) becomes a matter of public knowledge, (ii) is independently developed by the Customer after the date hereof and without reference to any of the assets or the underlying information related to such assets transferred from Customer to Vendor pursuant to the Master Investment Agreement dated March 27, 2009, by and between Vendor, Fifth Third Bank, Advent-Kong Blocker Corp. and Fifth Third Processing Solutions, LLC, or (iii) was independently developed or received from a third party not under a confidentiality obligation or information already in possession without an obligation of confidence, other than through a violation of this Agreement or other agreements to which Vendor is a party (except to the extent that such information was

available to the Customer and its affiliates as a result of Customer's and its affiliates' ownership of the business currently conducted by the Company prior to the date hereof).

(b) In addition to the terms of the Risk Addendum to this Agreement, Vendor will make available a copy of Vendor's designated, most recently published audit and review report performed by Vendor's independent third party auditors including a SAS 70 Type II report (hereinafter "Audit Report"). Vendor will address any major issues identified in such Audit Report that affects the Services. Customer further acknowledges that any information disclosed to Customer during the term of this Agreement, in any way related to the Audit Reports, including but not limited to the specific contents and general results of such Audit Reports, shall be treated as confidential and proprietary in accordance with the foregoing paragraph, and shall be disclosed only to those employees who have a specific need to know, and, as required, those governmental/regulatory agencies that regulate and examine Customer. Upon the later of the expiration/termination of this Agreement and the date Customer is no longer required to maintain such confidential information for governmental/regulatory compliance, Customer shall either return all copies, memoranda, materials, other papers and copies relating to the Audit Reports or, alternatively, certify in writing to Vendor that all such information has been properly destroyed by Customer.

(c) Confidential Information Furnished by Customer. In addition to Vendor's execution of and compliance with the Consumer Confidentiality Agreement attached hereto and incorporated herein as Exhibit A, Vendor recognizes that in order to enable Vendor to provide the Services, Customer may disclose to Vendor certain confidential information concerning its business, accounts and customers. Vendor acknowledges that this confidential information is valuable and a unique asset of Customer's business. During the term of this Agreement and following the expiration or termination thereof, Vendor will not use or disclose any such confidential information (other than to those employees and agents who need to access such information to directly participate in the performance of this Agreement). Not limiting the generality of the foregoing or any obligation of Customer in this Agreement, Vendor for its part, and as may be required of Vendor by the Gramm-Leach-Bliley Act ("the GLB Act") including any applicable guidelines issued pursuant to such Act and any other applicable privacy laws, rules and regulations (including the rules and regulations of card associations and Networks), will not use or disclose any "nonpublic personal information" (as defined in the GLB Act) information received from Customer in connection with providing the Services to unrelated and unauthorized third parties, other than as necessary to provide the Services or in the performance of the Agreement. Provided, however, Vendor may disclose information it receives as may be required by any federal, state or local ordinance, any regulation or directive of any governmental agency, or any court order or legal process upon prior written notice to Customer. Upon the expiration or termination of this Agreement and the data Vendor is no longer required to maintain for governmental/regulatory compliance purposes. Vendor shall either deliver to Customer all confidential information of Customer and all copies thereof relating in any way to the Services or to Customer, whether delivered in physical paper version or electronically to Vendor, or alternatively, certify in writing to Customer that all such confidential information has been properly destroyed by Vendor. Vendor acknowledges that it does not have nor can Vendor acquire any right in or claim to such confidential information. Vendor shall take all "necessary steps" to cause its employees, agents and third party auditors to comply with the terms of this Section 6(c). Vendor acknowledges that Customer shall be entitled to seek injunctive relief and any other remedies as may be available at law or in equity in the event Vendor or its employees or agents violate the provisions contained in this Section 6(c). Vendor agrees that it maintains an information security program designed to (1) protect the security and confidentiality of Customer's information, (2) protect against anticipated threats or hazards to the security or integrity of such Customer information; (3) protect against unauthorized access to or use of such Customer information that could result in substantial harm to the customers of Customer; and (4) provide for the proper disposal of Customer information. Additionally, Vendor agrees that should there be any unauthorized disclosure of Customer information maintained by Vendor, Vendor shall promptly notify the Customer (in any event, within three Business Days) of such unauthorized disclosure promptly upon its discovery, take commercially reasonable and appropriate steps to prevent further unauthorized disclosure, assist in identifying the range of Customer's information and customers who may have been impacted by such unauthorized disclosure and undertake (at its expense) remedial efforts and action or actions that may be required under applicable laws, rules and regulations such as customer notifications or assist Customer in such remedial actions (at Vendor's expense).

(d) Miscellaneous. Customer acknowledges that Vendor shall not be responsible for the accuracy or adequacy of any information provided by Customer or its Affiliates to Vendor; nor shall Vendor be liable for any damage, loss or liability whatsoever resulting to Customer or its customers as a result of the inaccuracy or inadequacy of such information. Each party's respective confidentiality obligations described in this Section 6 shall survive any expiration and/or termination of this Agreement.

7. TERMINATION BY CUSTOMER

(a) Correcting Defects. In the event that any materials or Services furnished by Vendor are inaccurate, incomplete, or incorrect, or in the event Vendor temporarily fails to provide the Services (collectively a "Defect"), Vendor may, at Vendor's option, either 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) without charge to Customer or effect an equitable reduction of the price paid or payable for the Services to which such Defect relates, provided that Vendor has received written notice of the Defect from Customer within **** days from the date on which Customer became aware or should have become aware of such Defect provided further, however, Vendor will not be liable to Customer for any Defect which first occurred, whether or not discovered by Customer, more than **** days prior to Vendor's receipt of notice of the Defect. Customer shall have no right to terminate the Agreement under this Section 7(a); provided that this sentence shall not affect any of Customer's other rights under this Section 7.

(b) Substantial Nonperformance. In the event Customer reasonably believes that Vendor has substantially failed to provide a Service or otherwise fails to perform any term, condition or obligation hereunder (including any Addenda) in a manner that results in a material and adverse impact or effect on Customer, Customer will give to Vendor a written notice specifically describing the nature of such failure and the approximate date on which Vendor failed to so provide the Service or comply with such other term, condition or obligation. Upon receipt of such notice, Vendor shall have **** (****) days to cure any such failure that has actually occurred, or such longer time as mutually agreed upon by the parties provided that if such non-performance cannot reasonably be cured within such period of time and so long as Vendor is acting reasonably diligently to cure such non-performance, then Vendor shall have up to **** (****) additional days following the expiration of such initial **** day cure period, to cure such non-performance. In the event Vendor fails to cure such failure within such time, Customer shall have a right to terminate this Agreement effective upon not less than **** days prior notice to Vendor. Notwithstanding anything in this Section to the contrary, it shall be a material breach of this Agreement and Customer may terminate this Agreement in the event Vendor fails to complete and settle funds with Customer within **** (****) consecutive business days; provided that Vendor shall not be in breach to the extent that Vendor's failure to settle results from a third party's failure to settle or a Force Majeure Event.

Customer may terminate this Agreement with respect to service levels only if explicitly permitted to do so in the Service Level Schedule to the Core Service Addendum to this Master Services Agreement. No failure of the Vendor to satisfy any service levels shall give rise to a termination right for the Customer pursuant to the first paragraph of this Section 7(b).

Upon a termination by Customer pursuant to the first paragraph of this Section 7(b), Vendor will reimburse Customer ****

The obligations of Vendor under this Section 7 are conditioned upon: (i) Vendor's receipt of a notice of nonperformance from Customer as required in this Section 7; and, ****.

Customer shall promptly reimburse Vendor for any expenses incurred by Vendor in investigating or correcting any problem experienced by Customer, which is the sole responsibility of or exclusively caused by Customer.

(c) 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 resulting, directly or indirectly, from: (in the case of Vendor's performance) errors in data provided by Customer, criminal activity, labor disputes, fire or other casualty, governmental orders or regulations, 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 of the non-performing party (any such event, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, 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.

(d) 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, 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.

(e) Transition/Conversion. In connection with the termination 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 Deconversion Schedule to the Core Services Addendum to this Agreement. 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 Customer, Vendor shall continue to provide the Services to Customer under the same terms and conditions (including pricing then in effect) described in this Agreement and any applicable Addenda for up to **** months, commencing on the date of termination or expiration of this Agreement, but only if, as of the date of such termination or expiration, no Event of Default as defined in Section 8(a)(ii) has occurred and is not remedied within **** business days. 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. If Customer terminates this Agreement pursuant to Section 7(b), Vendor agrees that Customer shall not be obligated to pay Vendor any amounts to Vendor for Deconversion Services described in this Agreement or the Deconversion Schedule to the Core Services Addendum to this Agreement.

8. TERMINATION BY VENDOR

(a) Default by Customer. Customer shall be in default under this Agreement upon the occurrence of any of the following events ("Events of Default"), and upon such occurrence, Vendor may at any time thereafter, terminate this Agreement as described below.

(i) In the event that Customer or Customer Party (defined below) 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), 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 (in each case, an "Insolvency Event"), Vendor shall have the right to immediately terminate this Agreement upon written notice to Customer.

(ii) In the event Customer fails to **** pay fees, expenses or charges, subject to Customer's dispute rights in Section 4, when they become due, after written notice of such nonpayment which is not corrected within **** (****) business days of receipt of notice from Vendor, Vendor may immediately terminate this agreement upon written notice to Customer, ****.

(iii) In the event Customer is in material default of any terms or conditions of this Agreement (other than Section 4) or any Addendum and such default continues for **** days after receipt of notice from Vendor describing such default or violation, unless within such ****-day period (or such longer period as Vendor may allow) Customer either corrects the default or, in the reasonable opinion of Vendor, initiates appropriate action to correct such default and thereafter diligently pursues to cure such default (provided that in any event any such default shall be cured within **** days of the notice thereof), Vendor shall have the right to terminate this Agreement effective upon **** days written notice to Customer.

(iv) ****

(c) Notwithstanding any other provision in this Agreement, in the event that Customer fails to comply in any material respect with any applicable laws, Network Documentation as defined in any Addendum, or any other Network Rules, Regulations, Policies or Procedures, which failure has or may adversely affect Vendor, Vendor reserves the right to refuse to perform the Services for Customer unless and until Customer has corrected its failure to comply. Additionally, Vendor may, at its sole option, suspend that portion of the Services to which, based upon Vendor's reasonable determination, there has been an occurrence or potential occurrence of illegal or wrongful activity, fraudulent use or attempted fraudulent activity by Customer or any significant wrongful activity, fraudulent use or attempted fraudulent activity by cardholder(s) of Customer or any other third party, and Customer has not, in Vendor's reasonable determination taken sufficient steps to prevent further wrongful activity, fraudulent use or attempted fraudulent activity associated with such portion of the affected Services.

9. 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. Without limiting the foregoing and without limiting Vendor's right to receive liquidated damages pursuant to Section 8, neither party shall be liable to the other under this Agreement for lost profits, lost business or any incidental, special, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable) suffered by the other, its customers or any third party in connection with the Services provided hereunder. **** The foregoing limitation of

liability shall not be applicable to Vendor's liability for damages caused by Vendor's (i) gross negligence or willful misconduct or violation of applicable laws, rules and regulation, (ii) failure, loss or incorrect settlement of funds, or (iii) breach of any intellectual property representation and warranty in this Agreement (iv) breach of the confidentiality provisions of this Agreement, including Exhibit A and any Addenda; (v) fines or penalties assessed against Customer due to Vendor breach of card association or Network rules and regulations. ****

10. CUSTOMER'S REPRESENTATIONS AND COVENANTS

Customer represents and warrants, on behalf of itself and its affiliated financial institutions, to Vendor:

- (a) That it will comply, and will cause its employees and agents and affiliated financial institutions, to comply, with all the terms of this Agreement and any Addendum, including any amendments thereto.
- (b) 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, that it will comply in all material respects with all federal, state and local laws and regulations applicable to its business operations. Customer shall notify Vendor within 60 days of any change in Customer's name, principal location or state and/or federal charter.
- (c) 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.
- (d) 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 verification and audit. 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.
- (e) That it shall comply with all time deadlines, equipment and software maintenance and upgrading requirements which Vendor may reasonably impose on Customer from time to time.
- (f) That it shall solely be responsible for its record-keeping as may be required of it under any federal, state or local laws and regulations. Notwithstanding the foregoing or any provision of the Risk Addendum to

this Agreement, Vendor shall not be obligated to retain any reports provided to Customer for a period beyond **** calendar days 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 laws or regulations applicable to Vendor or required of Vendor by a Network, and may be provided to Customer upon request at Vendor's then standard fees.

(g) That it will indemnify, defend and hold Vendor, and its directors, officers, employees, affiliates and agents, harmless from all proceedings, claims, liabilities and expenses whatsoever (including reasonable legal and accounting fees and expenses) arising out of the business of Customer or its customers, Customer's failure to comply with any provision of the Network Documentation (as defined in any Addendum), or by reason of any breach or nonperformance of any provision of this Agreement or any Addendum on the part of the Customer, or its employees, agents or customers, 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.

(h) ****

(i) 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 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.

11. VENDOR REPRESENTATIONS AND COVENANTS

Vendor represents and warrants to Customer:

- (a) That it maintains insurance covering the performance of the Services to Customer as outlined in the Risk Addendum to this Agreement.
- (b) That, subject to the limitations in Section 9 of this Agreement, it will indemnify, defend and hold Customer, its directors, officers, employees, affiliates and agents, harmless against any proceedings, claims, liabilities, losses, damages, fees, fines, penalties and expenses whatsoever (including reasonable legal and accounting fees and expenses) that Customer, its directors, officers, employees, affiliates and agents may incur as a result of and to the extent of any breach or nonperformance of any provision of this Agreement or any Addendum on the part of Vendor or its employees or agents except, however, to the extent such is due to the negligence, gross negligence, willful misconduct or breach of this Agreement by Customer or any of its Affiliates.
- (c) 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.
- (d) That Vendor is licensed to do business in all applicable jurisdictions in which it conducts business, that it will comply with all federal, state and local laws and regulations applicable to the provision of the Services. Vendor will notify Customer within 60 days of any change in Vendor's name or principal location.
- (e) 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.
- (f) ****
- (g) That Vendor will perform the Services in accordance with applicable law, regulation, Association and Network rules and by-laws and in accordance with the service standards specified in any Addenda. The contents of all reports provided to Customer shall be complete and correct in all material respects.

(h) That 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. Notwithstanding the foregoing, Vendor shall not be responsible any breach of this representation, warranty and covenant in this Section 11(h) to the extent that any matters, conditions or events giving rise to such breach existed before the Effective Date.

12. AUDIT PROCEDURES

(a) Upon Customer's request and at Customer's expense, Customer or its agent, may review the files, processes and procedures of Vendor relating to the provision of the Services to Customer **** (****) **** per calendar year. Such review shall occur during normal business hours at a mutually agreeable time. Vendor will assist in such review as requested; provided, however, that Vendor reserves the right to charge Customer for Vendor's reasonable out-of-pocket expenses in providing such review assistance.

(b) Additionally, in the event the governmental body or regulatory authority having jurisdiction over Customer, seeks to audit Vendor or Vendor's facilities ("Audit"), Vendor will reasonably cooperate with such Audit and provide such regulatory authority with all information and data relating to the Services provided to Customer, provided, however, that Vendor reserves the right to charge Customer for Vendor's out-of-pocket expenses in assisting or providing information in response to any request from such governmental/regulatory auditors.

13. INFORMAL DISPUTE RESOLUTION

The following procedure will be adhered to in all disputes 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 **** 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.

14. BUSINESS CONTINUITY

(a) Throughout the Term of this Agreement, Vendor shall maintain and shall cause its Subcontractors to maintain off-site business continuity capabilities designed to permit Vendor to recover from a disaster and continue providing Services in accordance with its business continuity plan and capabilities. At such time as any applicable Customer systems and applications are operating independently of those Vendor systems used to provide the Services, Vendor shall comply with the redundancy and recovery capabilities have been established by Customer for such applicable Customer systems and applications. Vendor's business continuity capabilities will permit the recovery from a disaster and resumption of the provision of the Services to Customer within a commercially reasonable period as dictated by the particular

recovery rating of the system and/or application in question. Vendor shall install network connections necessary to provide services for Vendor's recovery in accordance with the foregoing commitments.

(b) Vendor shall make available to Customer, upon request and without charge, an executive summary and/or the full text of its current business continuity plan, which it may change from time to time upon notice to Customer. Vendor shall revise and cause its Subcontractors to revise, such business continuity plan to meet or exceed accepted standards or those required by the Networks or any regulatory agency planning criteria. Vendor expressly agrees that it will not make any changes to Vendor's business continuity plan in place as of the date of this Agreement that would diminish Vendor's commitment to business continuity or permit for a greater time to recover from a disaster.

(c) Vendor shall (i) test the operation and effectiveness of its business continuity plans at least annually, and (ii) upon request furnish to the Customer the portions of its test protocol directly applicable to the Services provided to Customer and a copy of the test results.

15. MISCELLANEOUS

(a) Other Agreements. Vendor reserves the right to enter into other agreements pertaining to the Services with others including without limitation other banks, savings and loan associations, credit unions and other financial institutions.

(b) 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 4.

(c) Violation of Applicable Laws and Regulations. Vendor may cease providing any Service if such Service, in Vendor's reasonable opinion, violates any federal, state or local statute or ordinance or any regulation, order or directive of any governmental agency or court; provided that such opinion is provided by a nationally recognized independent law firm.

(d) 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. If there is a conflict between this Master Services Agreement and the Addenda, the Addenda shall control.

(e) Amendments. This Agreement and any Addendum shall only be modified or amended by an instrument in writing signed by each party hereto. For the sake of clarity, any increase in fees or expenses as expressly permitted hereunder shall not be deemed an amendment hereof requiring Customer's consent.

(f) 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 directly or indirectly assigned by either Customer or Vendor, in whole or in part, without the prior written consent of the other party, provided, however, that no such consent shall be required for Vendor to assign or otherwise transfer this Agreement in connection with a sale in whatever form by Vendor of its financial institutions business or the entirety of its business.

(g) Notices. Except as provided in Section 4 and Section 14(e) all notices, requests, demands and other communications to be delivered hereunder shall be in writing and shall be delivered by hand or mailed, by registered or certified mail, postage prepaid, at or to the following addresses:

(i) If to Vendor:

Attn: _____

With a copy to:

(ii) If to Customer:

Fifth Third Bank
38 Fountain Square Plaza
Maildrop 10907E
Cincinnati, OH 45263

Attn: Executive Vice President

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

or to such other address or to such other person as either party shall have last designated by written notice to the other party. Notices, etc., so delivered shall be deemed given upon receipt.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) 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, 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.

(n) 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.

(o) Survival. The Vendor and Customer agree that the terms of Sections 6, 7(e), 8(b), 9, 10, 11, 12 and 13(g) shall survive the termination of this Agreement.

(p) Non-Affiliates. For purposes of the duties and obligations to one another as set forth in this Agreement, Customer and Vendor shall not be considered "affiliates" of one another notwithstanding Customer's ownership of equity in Vendor.

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: FIFTH THIRD PROCESSING SOLUTIONS, LLC

By: /s/ Charles D. Drucker
Name: Charles D. Drucker
Title: Chief Executive Officer
Date: June 30, 2009

CUSTOMER: FIFTH THIRD BANCORP

By: /s/ Paul L. Reynolds
Name: Paul L. Reynolds
Title: Executive Vice President, Secretary and Chief Legal Officer
Date: June 30, 2009

CORE SERVICES ADDENDUM

This is an Addendum to the Master Services Agreement between Fifth Third Processing Solutions, LLC (“Vendor”) and Fifth Third Bancorp (“Customer”) dated June 30, 2009 (as may be amended, modified or supplemented from time to time, the “Agreement”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

WHEREAS, Customer desires to receive the Core Services in this Addendum from Vendor pursuant to the Agreement and the Fee Schedule, and Vendor agrees to provide such Services set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of mutual promises hereinafter set forth, the parties agree as follows:

A. SERVICES AND DEFINITIONS

1 In accordance with Section 2 of the Agreement, Vendor agrees to provide and Customer agrees to receive the following processing services, including, but not limited to the Core Services, features and functionality set forth below (collectively, the “Services”) which the parties agree will be (subject to Section 2 of the Agreement) the same services, and provided with the same features and functionality, that Customer was receiving prior to the Effective Date :

- a) ATM Cash Management means Vendor’s services that enable Customer to manage its stocking of currency in its ATM(s), based on historical data and calendar schedules.
- b) ATM Driving Services means Vendor’s Terminal support and Transaction processing standards for Customer ATMs, and includes transaction support, PIN change capabilities, custom text and graphics, foreign language screens, voice enabled support, software distribution, and transaction reporting provided by Vendor. ATM Driving does not include first and second line ATM maintenance, cash replenishment, environmental control management, physical security or power related to the deployment, installation and operation of ATMs.
- c) ATM Monitoring Services means Vendor’s performance monitoring functionality of Customer ATMs supported by Vendor and the annunciation of various Terminal faults to the appropriate organization, as directed by Customer.
- d) ATM Preferences means Vendor’s service that provides the ability for a Cardholder to select certain Transaction preference settings to be accessed and utilized when such Cardholder performs an ATM Transaction at the ATM(s) of the financial institution which issued Cardholder’s Card (i.e. on-us transactions). Vendor will support the selection of the following preferences: language (English or Spanish), receipt/no receipt, balance/no balance printed on transaction receipt, fast cash denomination, and such other preference options as may be added and supported by Vendor from time to time. Customer acknowledges and agrees that Customer’s ATM(s) must meet certain hardware and software requirements in order to support such Service and that all ATMs may not be able to support this functionality.
- e) ATM Surcharging means Vendor’s service that supports the assessment of a fee by Customer to a Cardholder for using an ATM. The rate of such fee and which Cardholders will be assessed such fee will be determined by the Customer.
- f) Audio Banking Services means Vendor’s service which allows Cardholders to obtain account balances and transfer funds via telephone; provided, however, that this does not include services performed by Customer’s call center voice response unit or any credit card or gift card transactions or functions except to the extent such is provided by Vendor as of the Effective Date. Customer represents and warrants that prior to offering Audio Banking to any of its Cardholders, Customer has entered into a contractual relationship with such Cardholders and account agreements which contain a specific provision authorizing Vendor to transfer funds from the account of the Cardholder at Customer, for payment to merchants.
- g) Card Activation Services means Vendor’s service whereby a Cardholder initiates an action that results in an indicator or block being removed from a Card record to enable a Cardholder to perform signature transactions utilizing a debit card.
- h) Card Extract Services means Vendor’s service in which Customer will provide Card record modifications via a mutually agreed upon file format.
- i) Card Management Services means Vendor’s service for maintaining Customer Card records on Vendor’s system, including Pending View Services. Customer will have the option of storing various Cardholder information, including Cardholder name, Cardholder address, authorization limit amounts, and PINs.

j) Card Production Services or Card Production Custom Issue Service means the embossing, encoding, production, personalization and fulfillment of ATM, Debit, Credit and other Cards for Customer by means of instant issue services and/or custom issue services including but not limited to the inventory of plastics, card inserting and mailing after Customer has transmitted (including electronically) to Vendor the information regarding each Cardholder to receive Cards. In the event Customer's card inventory is depleted, subsequent daily card issues and re-issues will be suspended, and additional programming charges will apply to recreate

daily card issue and re-issue files. If supplies including but not limited to decals, sleeves, or card carriers, are supplied by a third party, such supplies must meet Vendor's standards.

k) Communication Services includes telecommunications, hardware, software, circuits, and other equipment and maintenance that connects Customer's data centers and Terminals to Vendor.

l) Core Services means the ATM Driving Services, ATM Monitoring Services, Card Management Services, Card Production Services, Exception Transaction Processing Services, Fraud Detection/Monitoring Services, Network Gateway Services, Signature Debit Processing Services, Transaction Authorization Support Services, and Transaction Settlement Services.

m) Exception Transaction Processing Services means Vendor's service to support Customer's reversal of all or a portion of a Transaction amount previously posted to a Cardholder's account, whether through a PIN adjustment or chargeback. Exception Transaction Processing is initiated by Customer utilizing Vendor's Exception Transaction Processing system(s); then processed by Vendor and passed to the appropriate Network that routed the previously posted transaction amount.

n) Fraud Detection/Monitoring Services means such Services made available for Customer according to Vendor's Fraud Detection/Monitoring Product Description and which system generally monitors, evaluates, detects and assigns a score to certain Transactions based on a probability of fraud. Customer shall be solely responsible for taking any action regarding such Card including but not limited to any action to recover fraudulent amounts. Not limiting the generality of the foregoing, this Service is designed to help identify suspicious activity and Vendor makes no warranty or guarantee that it will be able to detect, identify or prevent any individual fraud, prevent any unauthorized use of any Cards and is not a guarantee against fraud losses. Customer hereby assumes sole and full responsibility for any loss or damage, whether incurred by Customer, Cardholder, or otherwise, arising out of or in connection with any use of the Fraud Detection Services.

o) Lost/Stolen Card Services means Vendor's service by which a 1-800 telephone number can be used by Cardholders solely for the purpose of reporting such Cardholder's lost or stolen Card(s). Vendor will provide personnel to answer such calls 24 hours a day, 365 days a year. Provided Vendor receives the necessary information from the Cardholder and after Vendor's receipt and acceptance of a call, subject to other instructions approved by Vendor regarding a lost or stolen Card, Vendor will place a "block" status on such Card on Vendor's system, and notify Customer's designated personnel in such instances as well as the appropriate voice and facsimile telephone numbers and addresses for such personnel. Customer shall be solely responsible for taking any action regarding such Cardholder's Card, and Customer acknowledges and agrees that Vendor's only obligation with respect to such Cards is placing the "block" on Vendor's system in accordance with the foregoing provisions. Not limiting the generality of the foregoing, Vendor makes no warranty that it will be able to make sure that the caller is the authorized holder of the card, notify Customer or prevent any unauthorized use of a card. Customer may request confirmation of the blocked status of a Cardholder's Card ("Verification"). Customer hereby assumes full responsibility for any loss or damage, whether incurred by Customer, a Cardholder or otherwise, arising out of, or in connection with, the Services provided herein.

p) Network Gateway Services means Vendor's service for facilitating the routing and receiving Customer, Cardholder and Terminal Transaction authorization requests and settlement records for Customer's selected Networks and other endpoints as supported by Vendor. Support includes provision of processor interfaces to support such routing and settlement, as agreed by the parties and subject to agreement with the applicable Network/processor/endpoint. Network Gateway Services shall also include Surcharge Free Access.

q) Pending View Services means the support of and supply of Transaction information for Customer employees and Cardholders to view pending Transactions on Customer's systems.

r) Reporting means Vendor's daily and monthly Transaction reports including information regarding settlement amounts, transaction detail, and card management modifications. Reports are available to Customer through host-to-host connectivity and via a Direct Graphical User Interface (GUI) or an MCIF/ISO messaging format. Functionality will also be provided to allow users to generate customize reports using Transaction data sets.

s) Signature Debit Processing Services means Vendor's service for the facilitation of Customer's Cardholder Transactions in ****, **** off-line debit program (and any other successor or competing off-line debit card programs supported by Vendor). Facilitation includes Transaction Authorization, Transaction Settlement and Exception Transaction Processing support.

t) Stand-In Services means Vendor's service in which Vendor performs Card Transaction authorization decisions based upon Customer provided guidelines including Card data on behalf of Customer whenever Customer or its core processor fails to provide an authorization decision within the timeframes as mutually agreed upon.

u) Surcharge Free Access means Vendor's support of surcharge free access to all of Customer's ATM terminals by Customer's financial institution customers or by contractual relationships in connection with such other financial institution's participation in the Jeanie Network, such that the cardholders of said financial institutions shall be permitted to perform transactions at such ATM terminals without being assessed a surcharge by Customer or Vendor, provided further, that those financial institutions who have

v) Transaction Authorization Support Services means Vendor's service for the facilitation of approving or denying Customer's Cardholder Transaction requests based on the parameters and specifications of Vendor, Customer and Customer's core application processing system. Authorization will occur in accordance with Network Documentation.

w) Transaction Settlement Services means Vendor's service for the movement and reporting of funds related to Transactions generated by Customer's Cardholders and Transactions at Customer's ATM(s) generated by other cardholders.

2. For the purposes of this Agreement, the following terms shall mean:

a) Account means a unique representation of the data and current financial status of a customer account relationship owned and maintained by Customer and maintained with Customer's processor (which is Vendor if Vendor is providing Customer with Processor services) and includes a checking, savings, credit, share draft, or other asset account of a customer (a liability of Customer) or credit card account or any one of various loan accounts or lease account or other account.

b) Acronym means the acronym used to reference Customer on Vendor's system.

c) ATM means cash disbursement automated teller machine and/or scrip dispenser or other similar device.

d) Bank Identification Number (BIN) means a unique combination of a set of numbers and card lengths as defined by the American Bankers Association (ABA) and International Organization for Standardization (ISO), which appear in the primary access number and identifies one or more Cardholders for purposes of Interchange.

e) Card means a plastic card issued by or on behalf of Customer to its Cardholders for use in effecting Transactions at Terminals.

f) Cardholder means any Person who (a) has or is authorized to use an Account with Customer (and, if the account is maintained by Customer in the name of more than one Person, all of such Persons), and (b) to whom a Card and/or password is issued for use in originating Transactions.

g) Chargeback means the reversal of all or a portion of an amount previously posted to a Cardholder's Account.

h) Debit Card means any Card that primarily accesses an Account, which is a liability of the Customer, to the Cardholder, which issues the Card.

i) Deconversion means the process where Customer converts off Vendor's system for one or more services as may be more specifically set forth in an Addendum.

j) ****

k) Network Vendor provides access the bankcard associations/networks listed in Section D and as requested by Customer for Cardholder Transactions. In the event that Customer begins receiving any Services in connection with any other Network(s) supported by Vendor, such additional Network(s) shall automatically be included in the definition of "Network" for purposes of this Agreement, effective the date Customer begins receiving such Services, and all of Customer's obligations in this Agreement shall apply with respect to the Networks, and any successor or assign to such Networks, and any such additional Network(s); provided that such Services shall specifically not include any processing of credit card transactions except to the extent such is provided by Vendor as of the Effective Date.

l) Network Participant means any financial institution such as a bank, thrift, credit union, or other entity, such as a merchant, which is a member of and/or is otherwise participating in a Network.

m) Network Documentation shall mean the by-laws, operating rules, identification standards manual, and such other rules, regulations, manuals, policies and procedures, promulgated by a Network and/or the Payment Card Industry, including but not limited to **** as may be in effect and amended from time to time.

n) Person means an individual, partnership, joint venture, corporation, or other legal entity.

o) PIN means a Cardholder's personal identification number, which is used by Cardholder at Terminals as one means of identification of such Cardholder.

3

p) POS means point of sale.

q) Transaction means any function supported by Vendor and attempted by Cardholders or others at a Terminal, including but not limited to the following:

- Cash Advance/Withdrawals from checking, savings, credit card;
- Deposit to checking and savings;
- Balance Inquiries regarding checking and savings;
- Last Electronic Transaction Inquiry (on Cards, Accounts and bill payment merchants);
- Transfer from checking and savings;
- Transfer to checking and savings;
- Payment from checking and savings;
- Payment for credit card, loan, utilities;
- POS Available Funds Inquiry;
- POS Balance Inquiry;
- POS Cash Advance;
- POS Cash Withdrawal/Cash Back;
- POS Chargeback;
- POS Check Authorization (Third Party);

- POS Check Guarantee (Third Party);
- POS Check Payment;
- POS Authorization, including:
 - Purchase Authorization
 - Purchase Authorization Reversal (return item)
 - Mail/Phone Order
 - Prism Scoring
- POS Authorization and Settlement, including:
 - Purchase Debit
 - Purchase Debit Inquiry
 - Purchase Credit (return item)
- POS Fuel Pump Authorization and Settlement, including:
 - Pre-authorization; and
 - Pre-authorized debit

provided, that Transactions shall not include any processing of credit card or gift card functions, transactions or activities, except as otherwise set forth in the Fee Schedule to the Core Services Addendum.

r) Terminal means an ATM, a POS device, or other device when supported directly or indirectly by Vendor and meets the specifications of Vendor.

s) ****

3. In addition to the Services listed above, the Vendor shall provide the following optional Services (“Optional Services”) set forth in this Section A.3. which are not subject to the Initial Term of the Agreement set forth below. Rather, such Optional Services may be discontinued or terminated by Customer as permitted by and subject to the terms of Section 2 of the Agreement .

a) Personal Banking Support Services means the then current services supported by Vendor involving telephone banking, Internet banking and bill payment services (including Merchant Bill Payment), and other customer support functions that are i) related to the foregoing services or ii) not related to the Services set forth in Sections A.1. and A.2. above.

In the event of a conflict between the Agreement and this Addendum, this Addendum shall control.

B. TERM

The term of this Addendum shall commence on the Effective Date of the Master Services Agreement and shall continue for a term of ten (10) years from the 1st day of the calendar month following the Effective Date of the Agreement (“Initial Term”) unless terminated as allowed by the terms of the Agreement. Except as hereafter provided, unless either party gives written notice to the other party at least **** (****) days prior to the expiration of any term, the Agreement and this Addendum shall be ****.

C. SERVICES AND FEES

1. Customer agrees that it shall receive the Services from Vendor pursuant to this Addendum and the Agreement. Customer agrees that all of the Services will be provided in accordance with the Agreement, Vendor’s standards which shall be in accordance with the Service Level Schedule attached hereto and incorporated into this Addendum by reference.

2. Customer agrees to pay the fees and charges for the Services as set forth on the Fee Schedule attached hereto and incorporated into this Addendum by reference. Customer further agrees that if Customer receives a service from Vendor not described in this Addendum and/or not listed in the attached Fee Schedule, Customer shall be subject to the terms of this Agreement and a mutually agreed upon price.

D. NETWORK MEMBERSHIP

1. Customer may participate in a variety of Network(s) offered by Vendor, provided, however, that Customer covenants that it will, for the Initial Term of this Agreement, participate in the ****, which shall be given priority routing by the Customer. In the event, for any reason, Customer participates in a Network which is not listed below, Customer agrees that all of Customer’s obligations in the Agreement and this Addendum shall apply with respect to such Network as if it had been listed in this Addendum, effective the date Customer begins participating in such Network. Customer and Vendor agree to abide by and comply with the Network Documentation for those Networks in which it participates, including, if requested by the Network, execution of additional documentation or agreements, and that such compliance shall be solely Customer’s obligation and at Customer’s expense. Customer shall not be responsible or liable for Vendor’s compliance or non-compliance with any Network Documentation applicable to Vendor as a processor in such Network(s), including costs incurred by Vendor related to such maintaining such compliance. Customer, or its agents or nominees (but not Vendor), will provide all necessary Network, federal, state and/or local regulatory sponsorship, membership or other applicable approvals in order to receive the Services, unless otherwise specifically agreed to in writing in the form of an amendment to the Agreement or in another written contract signed by an authorized officer of Vendor. Customer acknowledges and agrees that Vendor shall only be obligated to provide access to the Networks actually supported by Vendor and for only so long as such Networks are supported by Vendor provided, that throughout the term of this Addenda Vendor must provide access to **** including ****.

Gateway Services/Networks:

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the release of any such information in compliance with such instruction except for the negligence, gross negligence or willful misconduct of Vendor or violation of applicable law or Network Documentation.

5. Vendor shall not be assessed any fees, costs or expenses associated with or related to Customer's conversion and/or transfer to Vendor's processing platform for the Services provided under the Agreement.

6. Upon the expiration or termination of this addendum for any reason, Customer acknowledges and agrees Vendor shall provide and Customer shall be assessed Vendor's standard fees and charges for Vendor's Deconversion Services as outlined in the Deconversion Schedule attached hereto and incorporated herein by reference. Customer further agrees to pay for any custom or special services requested by Customer associated with such Deconversion at Vendor's standard rates. Customer acknowledges and agrees that it shall be responsible for requiring its successor service provider to coordinate all aspects of Customer's conversion to such new service provider and for requiring such new service provider to accept transfer of any and/or all of Customer's debit/check card bank identification number(s) ("BINs") maintained on Vendor's system. Customer further agrees to accept full responsibility for all applicable fees, trailing activity (e.g.: Cardholder chargebacks, adjustment items, Transactions by Cardholders

6

etc.), or third party costs or fees arising out of the Services, including but in no way limited to telecommunications fees, Network fees, fines or penalties, and any fees imposed by any Network, arising out of Customer's debit/check cards and any BINs on Vendor's system until such time as all BINs are completely removed from Vendor's system or Vendor is otherwise released from all liability related to such BINs by the applicable Network(s).

Unless otherwise agreed to by Vendor, Vendor will perform all Services in accordance with Vendor's standards which shall not degrade or be of a lesser quality than performed for or by Customer as of the date of this Agreement.

Certain Services provided pursuant to this Addendum, including but not limited to ****, ****, ****, ****, and ****, are provided by Vendor in accordance with Vendor's, **** and **** Standards which are subject to change from time to time by Vendor, **** and **** without notice to Customer and are subject to the applicable rules and/or regulation of the applicable Network. Customer is solely responsible for its cardholder agreements or any other required disclosures. Any sample terms and conditions or other forms that may be provided to Customer by Vendor, are provided solely as a convenience to Customer to assist Customer and shall in no way be deemed legal advice to Customer from Vendor, **** or **** or counsel for any of the foregoing. Any given sample may or may not represent and does not purport to represent a complete list of terms and conditions or content applicable for a particular Customer.

In addition, Vendor may, from time to time, make available to Customer certain enhancements to the Services in exchange for additional fees, if any, generally charged by Vendor for such enhancements. Vendor agrees to offer and make available such enhancements to the Services to Customer at the same time such enhancements are offered to the other customers of Vendor. If Customer declines such an enhancement to the Services resulting in an increase cost to Vendor, Vendor may increase its fees to Customer as necessary to offset such increase costs; provided that such increase in fees to offset increased costs must also be passed along *pari passu* to the other customers of Vendor.

G. Additional Terms With Respect to Services Provided

1. **EBT Services.** EBT Services are services related to the network gateway services of an electronic benefit transaction. Customer represents and warrants that it is, and shall remain so long as Customer acquires transactions in and/or participates in any given EBT Program, an approved participant in good standing of each such EBT Program in which Customer acquires Transactions and/or participates. In the event for any reason Customer's devices are acquiring transactions of an EBT Program in which Customer is not an approved participant, or ceases to be an approved participant Customer agrees to notify Vendor in writing. Unless otherwise specifically agreed to in writing by Vendor, Customer, or its agents or nominees (but not Vendor), will obtain all necessary: (i) EBT Program approvals and agreements to allow Customer and its devices processed pursuant to this Agreement to participate in each applicable EBT Program; and (ii) federal, state and/or local regulatory approval for Customer to participate in the applicable EBT Program State/Alliance.

2. **Workstation Services.** Workstation Services means Vendor's services which enables Customer to access certain Customer-facing systems of Vendor. Workstation Services include: Customer ID Set up and Standard Maintenance will be performed in accordance with Vendor's general timeframes and scheduling. Although not obligated to, Vendor reserves the right at its option and without notice to suspend the password on a Customer ID or inactivate and/or delete any Customer ID. Customer shall provide Vendor with prompt written notice of all Customer IDs, which are no longer active, should be deleted and/or should otherwise be changed (e.g., password change, etc.). Vendor reserves the right (but shall not have any obligation) to request that Customer designate in writing those employees or agents of Customer which may authorize establishment of Customer IDs on Vendor's system.

3. **Marketing Services Debit Portfolio Management (DPM).** Marketing Services means Vendor's services, which may be provided by a third party, that involve marketing strategies and initiatives which Customer may utilize to assist in increasing Cardholder usage and activation. Customer acknowledges and agrees that Vendor (via the Marketing Services and/or any recommendations, advice or estimates supplied to Customer hereunder) does not warrant or guarantee any specific results, including but not limited to those related to any response, activation or usage rates or any particular portfolio performance. In receiving the Marketing Services, Customer may receive sample documents, materials from Vendor. Customer agrees that such documents and materials are samples only and that any use thereof or any information related thereto is at Customer's own risk. Vendor makes no representation or warranty whatsoever, including but not limited to any related to the completeness, legal effect or enforceability of such sample document/material. Customer is encouraged to consult its legal counsel as to any and all notices, disclosures, etc. associated with the subject matter of such documents/materials or information. Customer acknowledges that portions of the Marketing Services may be performed by third party Subcontractors of Vendor.

4. **Network and Gateway Services (not including EBT).** Network and Gateway Services means Vendor's service for facilitating the routing and receiving Customer, Cardholder and Terminal Transaction authorization requests and settlement records for Customer's selected Networks and other endpoints as supported by Vendor; provided that such Network and Gateway Services do not include any credit card or gift card transactions or processing, except to the extent such is provided by Vendor as of the Effective Date. Support includes provision of processor interfaces to support such routing and settlement, as agreed by the parties and subject to agreement with the applicable Network/processor/endpoint. Network Gateway Services shall also include Surcharge Free Access. Customer acknowledges and agrees that if Customer receives a service and/or participates in a Network not described in this Addendum and/or not listed in any other Addendum executed between Vendor and Customer, Customer agrees to

7

receive such services and/or participate in such Network, or any successors or assigns, in accordance with Vendor's standards and Customer shall be assessed Vendor's then current fees for any such service or Network participation.

H. Additional Definitions

"ACH" means the Federal Reserve's automated clearinghouse system.

"Authorization" means the process of approving or denying Transaction requests based on parameters and specifications of Vendor's system, including but not limited to those Transaction requests which settle in a month different than the month such Transaction request is received by Vendor's system.

"Basic Deconversion Services" means the standard internal process whereby Customer's information and definitions for one or more services on Vendor's systems are removed from and/or converted off of Vendor's system.

"Card Production Instant Issue Services" shall mean such Services as available by Vendor whereby pre-existing cards will be embossed and encoded and ready for immediate PIN usage by Customer.

"Cash Management" * means Vendor's Cash Management Services (any or all of which may be provided or supported by a third party but in any event in accordance with Vendor's standards and at Vendor's standard fees, unless otherwise agreed to by Vendor) designed to assist Customer in managing the amount of cash maintained in Customer's ATMs driven/processed by Vendor. Such product/service does not insure nor serve as a guarantee that any ATM will contain any specific level of funds or that it will or will not be completely depleted of funds at any given time. Such product/service also does not guarantee that Customer will realize an increase in revenue as a result of the use of such product/service. Customer acknowledges the use of such product/service requires the use and cooperation of third parties under the control of Customer and not Vendor.

"Certification" means the process by which Customer, Customer's agent or designee, or Customer's equipment is determined by Vendor to be technically capable to Interface with Vendor at the time of Certification. Certification by Vendor shall not constitute a representation or warranty by Vendor of any recommendation or endorsement of a particular designee, service or equipment, nor shall Certification by Vendor mean that such designee, services or equipment is at the time of Certification, or will be at any time in the future in compliance with any or all applicable Laws or Regulations. Vendor may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Vendor, and such changes may require changes to services or equipment in order to be qualified to Interface with Vendor, which is the sole responsibility of Customer. Certification by Vendor in no way alters Customer or Vendor's obligations under the Agreement including but not limited to indemnification, or limitation of liability provisions.

"Client" means Customer.

"Cluster" means a single Card record in Customer's Cardholder file maintained by Vendor on Vendor's system, which includes the Cardholder's short name and various card data according to Vendor's standards.

"Credit Card" means any Card that primarily accesses an account, which is an asset of the Customer or third party for whom Customer is an agent which issues the Card.

"CRT" (Cathode Ray Tube) means a hardware component that is a television-like screen, which displays information and data according to Vendor's standards.

"Customer ID" means one or more use ID's on Vendor's system established at the request of the Customer used to access Fifth Third Direct.

"Data Center" means a computer facility for one or more Intercepts, Processors, Switches or Gateways.

"DEPSI" (Depository Settlement Interface) means an automated system of adjusting deposits the day after they are settled according to Vendor's standards.

"EFT" means electronic funds transfer.

"Gateway" means Vendor's Data Center which provides the communications interface between Customer and other Networks supported by Vendor and the systems and procedures in accordance with Vendor's and such Network's standards required to facilitate Terminal sharing for Cardholder acceptance between Customer's Cardholders and/or other Cardholders authorized by such Networks.

"Gift Card Support" * means Vendor's support and processing of Customer's issuance of certain non-personalized/anonymously, single load, Network-branded gift cards at Customer's financial institution location(s) (which such support shall be provided in accordance with Vendor's standards and at Vendor's standard fees, unless otherwise agreed to by Vendor). Customer agrees Vendor's support of such Cards is subject to certain standards, policies and procedures agreed upon between Customer and Vendor, including but not limited to: minimum and maximum load values per Card; maximum collective value of Cards purchased by an individual; that such Cards may not perform all types of transactions, and that all such Cards must comply with all Network Documentation and Laws and Regulations. Customer shall be solely responsible for all risks associated with its issuance of the Cards, including but not limited to security risks, fraud risks, and lost/stolen and chargeback liability.

"HSA Services" * (Health Savings Account Services) means Vendor's standard record keeping, administration, processing, customer service support and related services and systems (any or all of which may be provided by a third party subcontractor(s) designed to support Customer's provision of Health Savings Account (HSA) product(s) and which may also include: (i) hosting a website for Customer's HSA program and providing IVR for Customer, its

customers, TPA and program participants; (ii) supporting the verification of the eligibility of prospective participants, and the processing of participant HSA enrollment applications; (iii) establishing, maintaining, administering and servicing individual participant HSA's; (iv) processing of contributions to HSA's made by participants and customers; (v) supporting participants' investment of HSA monies in mutual funds; (vi) processing of participants' payments and reimbursements against their HSA's for "qualified medical expenses" permitted under federal tax law; (vii) providing settlement information for HSA transactions and investments and updating of HSA account records; (viii) providing certain IRS, Customer and their customers, TPA, participant, and other governmental and regulatory reporting; (ix) providing and receiving data feeds and file transfers to and from Customer, their customers and Vendor at prescribed intervals; (x) certain customer/Cardholder support services; (xi) Card Production Services; (xii) Gateway Services; and, (xiii) HSA Card Services.

"Incidental Deconversion Fees" means fees as quoted by Vendor and associated with a Deconversion which would apply to a deconverting Customer on a per event basis and is not part of the Basic Deconversion Services.

"Instant Issue Debit Card Support" * means Vendor's support of certain instant issue debit cards issued by Customer at its financial institution location(s) and the provision of Vendor's Debit Card Services thereto via feature functionality within Vendor's system (all in accordance with Vendor's standards and at Vendor's standard fees, unless otherwise agreed to by Vendor). Vendor makes no warranties or representations regarding the Cards or Vendor's support thereof, including but not limited to: that the Cards will perform all types of transactions or that the Cards and Customer's issuance thereof complies with all Network Documentation and all federal, state and local laws, rules and regulations. Customer shall be solely responsible for all risks associated with its issuance of the Cards, including but not limited to security risks (including those related to ensuring the security of CVV/CVC keys), fraud risks, and lost/stolen and chargeback liability.

"Intercept" means the Data Center (which is Vendor if Vendor is providing Customer with Intercept services) which is responsible for operating Customer's authorized Terminals or otherwise acquiring Customer Transactions or other non-Customer Transactions authorized by Customer and Vendor and routing those Transactions to and from a Switch or gateway provider.

"Interchange" means a pass through fee established by a Network and/or bankcard association which is assessed based on a given transaction type.

"Issuer" means the Person who issues and owns Cards.

"Item" means any electronic message which communicates and effects a Transaction between Customer and its customer through a Terminal and which include but are not limited to the date, type and amount of such Transaction, identification of the customer, the Customer, the Terminal identifier, the location of the Terminal, the PIN and authorization code.

"Laws or Regulations" means all rules, laws and regulations including, without limitation, compliance with any Federal, State or local law or rule or regulation including but not limited *****.

"Manual" means any and all of the Vendor's applicable standard manuals or other written standards, as modified from time to time, which define and describe the standards and procedures necessary to preserve the integrity and quality of the Services and which were created by or for Vendor.

"Mobile Banking Services" * means Vendor's standard service offering, through its third party subcontractor, whereby Customer's of customers may utilize mobile/wireless devices to perform certain functions and transactions such as account balance inquiries, view account transaction history, perform intra-bank account transfers and such other functionality/transactions as may be supported and changed by Vendor from time to time. Receipt of this service requires Customer's execution of an addendum/amendment to their Agreement with Vendor, a participation agreement with Vendor's subcontractor, a wireless carrier addendum and such other documentation as may be reasonably required by Vendor.

"Network" means a shared electronic funds transfer system operating under a common name whereby financial institutions and others are able to route, process and settle certain financial Transactions.

"Primary Access Number" (PAN) means a unique number used by Customer to identify its Cardholders to whom a valid Card has been issued and which number is encoded on the magnetic stripe on such Card.

"Processor" means the Data Center (which is Vendor if Vendor is providing Customer with Processor services) which provides authorization services for Customer's Cardholders or other cardholders authorized by Customer. The Processor is the first data center to receive a Transaction from the Switch or gateway provider.

"Real Time Decisioning" ("RTD") means the standard service provided by Vendor as additional functionality to its Fraud Detection/Monitoring Services and which are designed to enable a Customer to implement certain transaction authorization strategies that incorporate a range of risk elements into the authorization decision in order to block or authorize a transaction. Customer may use a range of risk elements to create an authorization decisioning rule designed to block transactions that may have a likelihood of fraud. Customers may also exclude certain cardholders from the blocking criteria. Fraud detection investigates approved transactions that are likely to be fraudulent; whereas, RTD works to decline the potentially fraudulent authorization.

"Rules" means the Rules and Regulations of Vendor and the Networks in which Customer directly or indirectly participates, as adopted by the Board of Directors of such Networks and Vendor and as amended from time to time including any and all addenda thereto.

"Site" means the Vendor's Data Center located at *****, or such other location at which Vendor may choose to house its Data Centers.

"Software Distribution Services" * ("SDS") means those services provided by Vendor (in accordance with Vendor's standards and at Vendor's standard fees, unless otherwise agreed to by Vendor and Customer) utilizing Vendor's system and the installation of a software agent designed to allow remote distribution of certain software to Customer's ATMs.

"Stand In Processing" means the process whereby Vendor authorizes Transactions in the place of Customer's Processor at times when Processor is unable to authorize such Transactions in accordance with Vendor's standards.

“Standard Electronic Transmission” means the transmission of reports or files using the **** (“****”) or the **** (“****”) facilities or other facilities supported in accordance with Vendor’s standards.

“Standards” means Manual and Rules.

“Switch” means the Data Center (which may be Vendor) which provides the communications interface between Intercepts and Processors and possibly gateways, and the systems and procedures required to facilitate Terminal sharing for Cardholder acceptance between Customer’s Cardholders and/or other cardholders authorized by a specific Network when Customer is authorized to participate in such Network.

“USA/Canada Transaction” means a Transaction as defined in the **** and/or **** and/or other applicable Network by-laws and/or operating regulations.

****” means a Transaction as defined in the **** and/or **** and/or other applicable Network bylaws and/or operating regulations.

****” means a Transaction as defined in the **** or **** and/or other applicable Network by-laws and/or operating regulations.

* Service requires execution of a specific addendum and/or amendment between the parties prior to commencement of receipt of such service.

THE PARTIES ACKNOWLEDGE THAT THE MASTER SERVICES AGREEMENT BETWEEN THEM, AS SUPPLEMENTED BY THIS AND OTHER ADDENDA, SET FORTH THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES PROVIDED.

VENDOR: FIFTH THIRD PROCESSING SOLUTIONS, LLC

By: /s/ Charles D. Drucker
Name: Charles D. Drucker
Title: Chief Executive Officer
Date: June 30, 2009

CUSTOMER: FIFTH THIRD BANCORP

By: /s/ Paul L. Reynolds
Name: Paul L. Reynolds
Title: Executive Vice President, Secretary and Chief Legal Officer
Date: June 30, 2009

SERVICE LEVEL SCHEDULE TO THE CORE SERVICES ADDENDUM
TO THE MASTER SERVICES AGREEMENT

Vendor agrees to provide the Services in accordance with and subject to the following Service Level Standards, provided Vendor shall not be in default of the Agreement nor liable for any failure to maintain such telecommunication, computer capacity, staff or other service level contained herein as a result of an event as described in Section 7.(c) of the Master Services Agreement or otherwise due to the failure of a third party or Customer’s failures including without limitation its failure to utilize Vendor’s preferred processing methods (e.g. use of Vendor’s automated ATM monitoring system) and Vendor shall be excused from performance of all or any such telecommunication, computer capacity, staff or other service level until such event has been removed and Vendor has had a commercially reasonable time to perform hereunder. Vendor and Customer agree that each service level (i.e. performance/availability) provided in this addendum and Vendor’s performance thereof shall be measured on a non-cumulative, month-to-month basis:

I. CRITICAL SERVICE LEVEL STANDARDS

II. PRIMARY SERVICE LEVEL STANDARDS

III. SECONDARY SERVICE LEVEL STANDARDS

IV. TRACKED SERVICE LEVEL STANDARDS

V. REPORTING OF SERVICE LEVEL STANDARDS

VI. PROCESSING FEE REBATES BASED ON THE PERFORMANCE OF SERVICE LEVEL STANDARDS

VII. TERMINATION OF SERVICES OR AGREEMENT BASED ON PERFORMANCE OF CRITICAL SERVICE LEVEL STANDARDS

VIII. ISSUE RESOLUTION

Vendor and Customer agree that in order to address any concerns related to the Performance Standards, Vendor will:

**FEE SCHEDULE TO THE CORE SERVICES ADDENDUM
TO THE MASTER SERVICES AGREEMENT**

This Fee Schedule shall be a Schedule to the Core Services Addendum to the Master Services Agreement between Fifth Third Bancorp (“Vendor”) and Fifth Third Bancorp behalf of itself and its subsidiaries and affiliates (“Customer”) dated June 30, 2009 (“Agreement”). The following fees will apply for the Services specified in this Schedule, during the Initial Term of the Agreement.

A. SETUP FEES

- | | |
|--|------|
| 1. Institution (per acronym) | **** |
| 2. Debit Card Services (per program) | **** |
| 3. Card Production Services | **** |
| 4. Fifth Third Direct Services | **** |
| 5. ATM, POS or Other Network Gateway Services (all networks) connect and/or disconnect | **** |
| 6. Terminal Definitions (add or delete) | **** |
| 7. Terminal Changes | **** |
| 8. Balance File Set Up | **** |
| 9. Card Activation Services | **** |
| 10. EBT Services connect and/or disconnect | **** |
| 11. EJ Upload | **** |
| 12. Fee Assessment | **** |
| 13. Fraud Detection | **** |
| 14. Overdraft Screen Support Set-up | **** |
| 15. Promotional Messaging (ATM screen and receipt) | **** |
| 16. Remote DES Key | **** |
| 17. Reward Program | **** |
| 18. Surcharging | **** |
| 19. Selective Surcharging | **** |
| 20. 3-D Secure | **** |
| 21. Preference Per ATM setup | **** |
| 22. Operator Security Monthly: STD | **** |
| 23. Operator Security Monthly: Custom | **** |
| 24. Software Distribution | **** |
| 25. Other Services | **** |

B. ISSUER SERVICES

- | | |
|---|------|
| 1. Cardholder Transactions | |
| a. Transactions by Client’s Cardholders | **** |
| b. Transactions by Client’s Cardholders: On-Us | **** |
| c. Transactions by Client’s Cardholders: Audio Transactions | **** |
| d. Transactions by Client’s Cardholders: BILLPAYER 2000 | **** |
| e. Transactions by Client’s Cardholders: Internet Banking | **** |
| 2. Residency Fees | |
| a. ATM Card Residency — Extended (CIF information) | **** |
| b. ATM Card Residency | **** |

- c. Account Residency: DDA *****
- d. Account Residency: SAV *****
- e. Account Residency: I/L *****
- f. Account Residency: Social Security Record *****
- g. RCD Card Residency *****
- 3. Stand-in/PIN Validation
 - a. Stand-in Negative File Monthly Base Fee *****
 - b. Stand-in transaction Surcharge: PIN *****
 - c. Stand-in transaction Surcharge: Signature *****
- 4. Proprietary Card Program (i.e. non-branded, and /or private label cards)
 - a. Proprietary Cardholder Fee *****
 - b. Proprietary Account Statements *****
 - c. Proprietary Account Payments *****
 - d. Proprietary Cardholder Customer Service *****
 - e. Proprietary Cardholder Residency Fee *****

C. DEBIT AND CREDIT CARD SERVICES

- 1. Transaction Fees
 - a. Authorization Fee *****
 - b. Authorization Fee: Operator Assisted *****
 - c. Posted Item Fee *****
 - d. Online Force Post Hold Item Fee *****

- e. Account Payments *****
- 2. Residency Fees
 - a. Account Maintenance Support Fee *****
 - b. Account Residency Fee *****
 - c. Card Residency Fee: Extended (CIF information) *****
 - d. Card Residency Fee *****
 - e. Statement-to-Date *****
- 3. Chargeback (Debit/Credit) & Draft Retrieval Fees
 - a. Chargeback/Representment *****
 - b. Chargeback: Manual Research Fee *****
 - c. Draft Retrieval Requests -***** *****
 - d. Draft Retrieval Requests — ***** *****
- 4. Switch Fees
 - a. Authorization Switch Fee *****

D. CARD PRODUCTION SERVICES

- 1. ATM Cards
 - a. Emboss/Encode: Instant Issue ATM Plastics (minimum order - 500 cards) *****
 - b. Emboss/Encode: Custom Issue ATM Plastics *****
 - c. File: ATM Daily Card Issue File *****
 - d. File: ATM Daily Card Issue File - External (delivery to a non-Fifth Third vendor) *****
 - e. File: ATM Monthly Reissue *****
 - f. File: ATM Monthly Reissue - External *****
 - g. Premailers: ATM (includes Vendor standard forms and envelopes) *****
 - ***** - ***** *****
 - ***** + ***** *****
 - h. Stuff/Mail: ATM Plastics (includes Vendor standard forms and envelopes) *****
 - ***** - ***** cards *****
 - ***** + cards *****
- 2. Debit/Credit Cards
 - a. Emboss/Encode: Debit Plastics *****
 - b. File: Debit Daily Card Issue *****
 - c. File: Debit Daily Card Issue - External (delivery to a non-Fifth Third vendor) *****
 - d. File: Debit Monthly Reissue *****
 - e. File: Debit Monthly Reissue — External (delivery to a non-Fifth Third vendor) *****
 - f. Premailer: Debit (includes Vendor standard forms and envelopes) *****
 - g. Test Cards *****
- 3. Prepaid/Stored-value/Gift Cards
 - a. Generic Plastic without logo *****
 - b. Generic Plastic with logo *****
- 4. Miscellaneous Card Production Fees
 - a. Generic Stock: Cards *****
 - b. Generic Stock: Card Carrier *****
 - c. Generic Stock: Custom Card Carrier *****
 - d. Graphics on Generic Card (logos on card) *****
 - e. Insertion of Forms *****
 - Forms will be supplied by Customer at Customer's expense and stuffed into card carriers and/or premailers as requested by *****

- Customer
- f. Pre-print Card Carrier Surcharge *****
- g. Special Card Handling (e.g., card pulls, rushes, etc.) *****
- h. Sticker Services (includes sticker & application) *****
- i. Storage Fees
 - 1st ***** cards *****
 - Additional quantities over ***** cards *****
- j. Clue Mailers *****
- k. Collection MGMT-Private Label *****
- l. Other Services *****

E. TERMINAL SERVICES

- 1. Terminal Transactions
 - a. Transactions on Client's ATMs (excludes On-Us) *****
- 2. Terminal Support
 - a. ATM Access Fee *****
 - b. ATM Access Fee: Dial *****
 - c. ATM Access Fee: SmartModem *****
 - d. ATM Access Fee: Wireless *****
 - e. ATM Monitoring Fee *****

F. GATEWAY SERVICES

- 1. Network Adjustment Fee
 - a. Network Adjustment Fee *****
- 2. National Network Fees
 - a. Cirrus/***** Monthly Access Fee *****
 - b. Plus Monthly Access Fee *****
 - c. ***** Monthly Access Fee *****
 - d. American Express Monthly Access Fee *****
 - e. Discover Card Monthly Access Fee *****
 - f. Interlink Monthly Access Fee *****
 - g. Maestro Monthly Access Fee *****
 - h. Client Cardholder Gateway Fee *****
 - i. Client Acquired Gateway Fee *****
- 3. National Network Monthly Access Fee — Pass Thru
 - a. Cirrus/***** Monthly Network Pass Thru Fee *****
 - b. Plus Monthly Network Pass Thru Fee *****
- 4. Regional Network Fees
 - a. Regional Network Access Fee *****
 - b. Client Cardholder Gateway Fee *****
 - c. Client Acquired Gateway Fee *****
- 5. EBT Network Fees
 - a. EBT Network Access Fee *****
 - b. Client Cardholder Gateway Fee *****
 - c. Client Acquired Gateway Fee *****
- 6. Regional and national Network Documentation *****
- 7. Jeanie Network Fees
 - a. Annual License Fee *****

G. MISCELLANEOUS SERVICES

- 1. Adjustment System Fees
 - a. Adjustment System File Residency *****
 - b. Adjustment System Records *****
 - c. Adjustment System Updates *****
- 2. Balance File Record Update Fee *****
- 3. Federal Reserve Fee *****
- 4. Card File Updates (Workstation and Other) *****
- 5. File Transmission Fee *****
- 6. DEPSI Records
 - a. DEPSI Record File Residency *****
 - b. DEPSI Record Updates *****
- 7. Other Services *****
- 8. Programming Services *****
- 9. Compliance, and/or Regulatory Assessments (Legal and/or Network) *****
- 10. Third Party Software and Related Support *****

* *****

H. VALUE ADDED SERVICES

1. Card Activation
 - a. Card Activation Monthly Fee *****
 - b. Card Activation Fee (via audio, EFT, 3-D Secure) *****
2. Card Extract Services
 - a. Card Extract File Processing *****
 - b. Card File Updates *****
3. Fee Assessment/Surcharge Rebate
 - a. Fee Assessment/Surcharge Rebate Per Category Fee *****
 - b. Fee Assessment/Surcharge Rebate Transaction Fee *****
4. Fifth Third Direct/Workstation
 - a. Fifth Third Direct Access Fee (host access, reports, adjustments, chargebacks) *****
 - b. Fifth Third Direct Active ID Fee *****
 - c. Fifth Third Direct Active ID Surcharge (dial access only) *****
 - d. Operator Security Monthly: STD *****
 - e. Operator Security Monthly: Custom *****
 - f. Reports Direct *****

*Each ID that is used in a given month, as determined by Vendor's records of Customer Ids that have logged onto Fifth Third Direct during the month, will result in a separate access fee charge.
5. Fraud Detection/Lost and Stolen
 - a. Fraud Detection Monthly Fee *****
 - b. Fraud Detection Card Residency *****
 - c. Fraud Detection Cardholder Transaction Fee: PIN *****

- d. Fraud Detection Cardholder Transaction Fee: Signature/Credit *****
- e. Fraud Detection Case Fee *****
- f. Fraud Detection Custom Rule *****
- g. Real Time Decisioning *****
- h. Cardholder Exclusion Processing Monthly Fee *****
- i. Auto Fraud Reporting Monthly Fee *****
- j. Automated Fraud Reporting Item Fee *****
- k. Cardholder Exclusion Processing (partition/fill-a-tier — assessed on a non-cumulative, monthly basis)*
 - **** - **** exclusion/exceptions *****
 - **** - **** exclusions/exceptions *****
 - **** - **** exclusions/exceptions *****
 - **** + exclusions/exceptions *****

*Example only:
 If Customer has a total of **** Cardholder Exclusions/Exceptions in a given month, Customer shall be assessed and will pay Vendor for such processing in that month as follows:
 **** exclusions/exceptions X \$****/card = \$**** plus
 **** exclusions/exceptions X \$****/card = \$****
 TOTAL= \$****
- j. Lost and Stolen Card Support Fee *****
6. Overdraft Screen Support
 - a. Overdraft Screen Support Base *****
 - b. Overdraft Screen Support Transaction Fee *****
7. Promotional Messaging (ATM Screen and Receipt)
 - a. Receipt and Screen Monthly Base Fee *****
 - b. Screen Only Monthly Base Fee *****
 - c. Receipt Only Monthly Base Fee *****
 - d. Receipt and/or Screen Per ATM Fee *****
8. Remote DES Key and EJ Upload
 - a. EJ Upload Monthly Per ATM Fee *****
 - b. Remote DES KEY Monthly Per ATM Fee *****
 - c. Remote DES Key Per Download Fee *****
9. Surcharging/Selective Surcharging
 - a. Surcharging Base Fee *****
 - b. Surcharging Base Fee Per ATM *****
 - c. Selective Surcharging Base Fee *****
 - d. Surcharging Transaction Fee *****
10. Enhanced Chargeback Processing
 - a. Enhanced Chargeback Monthly Fee *****
 - b. Enhanced Chargeback/chargeback/Representation *****
11. ATM Preferences
 - a. Per ATM monthly Fee *****
 - b. Card Residency Fee *****
 - c. Transaction Access Fee *****
12. Mini-Statements (assessed to both card and ATM transactions)
13. 3-D Secure (includes Verified by ****and **** Secure Code)
 - a. 3-D Secure Access Fee *****
 - b. 3-D Secure Enrollment/Authentication/Password Change *****

- 14. SAFE Reporting Support
 - a. Monthly Fee *****
 - b. Per SAFE Reporting Item Fee *****
- 15. Software Distribution
 - a. Access Fee *****
 - b. Per ATM/terminal Fee *****
- 16. Rewards Services *****
- 17. Miscellaneous Value Added Services *****

I. COMMUNICATION SERVICES (includes frame relay, WAN, ports, modems, circuits, routers, equipment, maintenance, dial devices/charges, usage fees, access fees, wireless devices, etc.) shall be charged and assessed to Customer by Vendor on a straight pass-through basis with no mark-up or additional fees (e.g. Vendor administrative fee, etc.) added by Vendor.

Customer acknowledges and agrees that the fees for the individual Services set forth above shall be applied pursuant to the terms of Section 4 of the Master Services Agreement (including any amendments thereto).

“On-Us” transactions listed above will be defined as Customer’s cardholder(s) performing a transaction at Customer’s ATM(s), including such activity occurring within an acronym as well as such activity among acronyms under the holding company structure of Customer.

Fee Schedule 2-24-09.doc

*DECONVERSION SCHEDULE TO THE CORE SERVICES ADDENDUM
TO THE MASTER SERVICES AGREEMENT*

DECONVERSION SERVICES

Vendor shall provide Deconversion Services to Customer or its designee to allow the Services to continue without interruption to Customer or its customers and to facilitate the orderly transfer of Services to Customer or its designee regardless of the reason for the expiration or termination of this Agreement, provided, if the Agreement is terminated by Vendor for Customer’s failure to pay undisputed amounts due to Vendor, Vendor may require Customer to pay monthly, in advance, for Services to be rendered during such deconversion and transition from Vendor’s Services. Vendor will provide copies of Customer’s cardholder data in a format as mutually agreed to by the parties and at Vendor’s then standard fees for such reports, subject to the provisions of this Agreement regarding deconversion costs. In addition, Vendor will provide the following Deconversion Services in addition to such custom/special services as may be requested by Customer:

ACRONYM DECONVERSION

REROUTING OF TRANSACTIONS [SUP]

- Block and/or reroute cardholder transactions
- Block on-line adjustments

NETWORK SUPPORT [NET]

- Verify support charges associated with providing communications support through a specified date either client requested removal date or the deconversion date
- Coordinate cancellation of data circuit(s)
- Bill costs associated with removal of any communications equipment
- Bill costs associated with retrieving Fifth Third equipment (i.e. leased modems, PC Package, etc.)

BILLING SYSTEM DELETION [BIL]

- Review contract-related charges or past-due payments on prior billings
- Review costs if associated with an early termination of Fifth Third contracts
- Verify final bill is prepared and sent
- Remove institution from billing system (delete service codes, inactivate billing)
- Rerouting of billable items to new destination
- Reroute billing to inactive bill group

DATA BASE FILE DELETIONS [FDM]

- Purge on-line adjustment files (ADJ)
- Purge DEPSI adjustment files (DEP)
- Purge Customer Relationship files (CRF)
- Purge Card files (i.e., JCD, FTS, MCD & SCD)
- Remove VSAM definitions and perform reorganization of files

ON-LINE INSTITUTION SET-UP DELETIONS [FDM TRM CMM]

- Remove set-up from on-line information file
- Remove set-up from data base definition table
- Remove set-up from multiple internal tables:

- RAFT
- MATE
- Batch JCL
- RJE & VTAM/NCP

SETTLEMENT FILE DELETIONS [SET]

- Remove settlement information
- Remove R&T number from routing tables
- Remove print destinations and routings
- Remove institution from batch EFT tables

COMMUNICATION DEFINITION DELETION [CMM]

- Remove set-up from Fifth Third Communication definitions
- Remove batch processes
- Telecommunication disconnects
- Gateway access disconnects

DEBIT CARD PRODUCT DECONVERSION [BCD] — if applicable

- Deactivate bin
- Close accounts, block reissues
- Remove print destinations and routings
- Remove masterfile/database records
- Remove set-up from bankcard definition table
- Remove bin definition

CARD PRODUCTION DECONVERSION [CRD] — if applicable

- Remove processing entries from Card Production History file
- Remove CP table entries (FTBCPTBL)
- Remove reporting/communication entire from CPCDEF

ATM DECONVERSION/DISCONNECT [TRM] — per ATM

- Removal of ATM definition from Fifth Third system
- Update CCF for module change
- Updates modules
- Process module and stage task for implementation during next system cycle



FEES ADDENDUM (ADDENDUM A)

This Fees Addendum is part of the Master Services Agreement (“*Agreement*”) entered into by and between Fifth Third Bancorp (“*Customer*”) and Fifth Third Processing Solutions, LLC (“*Vendor*”) as of June 30, 2009 and is subject to the terms and conditions therein. Any capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

1. STANDARD HOURLY RATES (“SHR”)
 - a. **** Programming Services
 - b. **** Consulting Services
 - c. Testing and Certification (not inclusive of Programming and/or Consulting Services, as applicable)
 - i. **** Per day support
 - ii. **** Per hour support
 - d. **** Customer Service
 - e. **** Operational Support
 - f. **** Deconversion Support - which are any Services provided by Vendor in addition to Basic Deconversion Services, as required by the Agreement in connection with Customer’s deconversion from Vendor
2. ADJUSTMENT SYSTEM ACCESS SERVICES

- a. Adjustment System file setup
 - i. **** Single Institution (non Intercept/Processor) files set up
 - ii. **** Intercept/Processor file set up
- b. Adjustment System file residency
 - i. **** Single Institution (non Intercept/Processor) file residency

- ii. **** Intercept/Processor file residency
- c. **** Adjustment System updates
- d. **** Depository Settlement Interface (DEPSI) file set up
- e. **** DEPSI file residency
- f. **** DEPSI file updates
- g. **** Network Adjustment Fee

3. ATM DEFINITION AND MAINTENANCE SERVICES

- a. **** Add Terminal
- b. **** Delete Terminal
- c. **** A Terminal Change is defined as any change to a Terminal on Vendor's system, and does not include Add/Delete Terminals, changes to Terminals to add Value-Added Services, or enhancements to current Services.
- d. **** Paper DES Key change made during standard updates
- e. **** ATM access fee: charged per Terminal resident
- f. **** ATM access fee: Dial, charged per Terminal resident
- g. **** ATM access fee: Smart Modem, charged per Terminal resident
- h. **** ATM access fee: Wireless, charged per Terminal resident
- i. **** ATM monitoring fee: charged per Terminal resident
- j. **** Multi-point Communication Management Fee

- k. **** Low-End Dial Management Fee
- l. **** Bisync ATM Management Fee
- m. **** Foreign Balance Inquiry Setup Fee
- n. **** ATM Leasing Fee - based on the terms and vendor option chosen by Customer.
- ATM Preferences
 - i. **** ATM Preferences Setup Fee
 - ii. **** ATM Preferences Base Fee
 - iii. **** ATM Preferences Card Residency Fee
 - iv. **** ATM Preferences Transaction Access Fee (applies to each Cardholder transaction at an ATM that supports ATM Preferences)
- o. ATM Software - K3A Software*

- i. **** K3A Software one time set up fee
- ii. **** K3A Software annual maintenance fee per ATM per year
- iii. **** K3A Software one time license fee per ATM
- p. ATM Software Distribution *
 - i. **** Software Distribution one time set up fee
 - ii. **** Monthly Software Distribution ATM service fee
 - iii. **** Monthly Software Distribution service participation fee - based on number of ATMs per ACRO
 - iv. **** Software Distribution transfer fee with Customer provided content
- q. Cash Management Services*

3

- i. **** ATM monthly Cash Management fee
- ii. **** Branch Vault Cash Management fee
- iii. **** One time set up fee based on the total number of ATMs converted at the time
- iv. **** Bundle price for Branch Vault Cash Management & one ATM at same location. Each additional ATM at same location is ****

4. AUDIO BANKING SERVICES

- a. **** Set up fee
- b. **** Monthly fee
- c. **** Transaction fee
- d. **** Telecomm: audio fee

5. BALANCE EXTRACT FILE PROCESSING SERVICES

- a. **** Balance file set up fee, plus testing and certification at Standard Hourly Rates
- b. **** Balance file record fee (for all received records)

6. CARD ACTIVATION SERVICES

- a. **** Audio activation set up fee, plus telecommunication fees as quoted
- b. **** Card activation monthly fee
- c. **** Card activation/O-block removal via EFT, audio or 3-D Secure Service
- d. Vendor Customized Activation Services
 - i. **** Set up fee
 - ii. **** Monthly fee

4

- iii. **** Telecommunication Fees
- e. **** ANI (Automatic Number Identification) set up fee
- f. **** ANI Validation
- g. **** IVR PIN Creation

7. CARD EXTRACT PROCESSING SERVICES

The card extract processing service pricing as detailed in the Legacy Card Extract Processing Services will be discontinued in 2009 and will no longer be offered. Standard card extract services are offered and priced in accordance with the terms in Section 7.a., below, as a result of necessary enhancements and technological upgrades to our original, legacy card extract services.

- a. Standard Card Extract Processing Services
 - i. **** Card Extract file set up fee
 - ii. **** Card Extract monthly fee
 - iii. **** - after the first **** files Card Extract file processing
 - iv. ****- after the first **** updates Card/account/customer record updates via card extract file
- b. Legacy Card Extract Processing Services
 - i. **** Legacy Card Extract file set up fee
 - ii. **** Legacy Card Extract file processing
 - iii. **** Legacy Card/account/customer record updates via card extract file

8. CARDHOLDER AND ACCOUNT DEFINITION MAINTENANCE SERVICES

- a. **** Maintenance

Maintenance includes any of the following: BIN maintenance, EFT default limits maintenance (card and account), cardholder Transaction sets, deposit system parameter, account number length (does not include database renumber)

- b. **** Cardholder Track II, in addition to PIN validation set up fees if applicable
Cardholder encryption key, in addition to PIN validation set up fees if applicable
- c. **** Add account file
- d. **** Add card file
- e. **** Account check digiting validation per range, and does not include database re-number
- f. **** Card check digiting validation per range, and does not include database re-number
- g. ****

9. CARD PRODUCTION SERVICES

- a. Card issue file
 - i. **** Initial setup
 - ii. **** Supplied to Vendor’s card production group, created on a Monday - Friday daily basis; excluding Vendor Holidays
 - iii. **** Supplied to non-Vendor card party, created on a **** basis
- b. Monthly card re-issue file
 - i. **** Initial setup
 - ii. **** Supplied to Vendor’s card production group
 - iii. **** Supplied to non-Vendor card production party
- c. Monthly card re-issue report
 - i. **** Initial setup

ii. ****

per month, this fee is **** for Customer utilizing Monthly card re-issue file service

- d. Processor supplied card production files - Files must be received in Vendor acceptable format and according to Vendor’s standards
 - i. **** Set up
 - ii. **** File Processing Fee
- e. **** Full cardbase re-issue, assessed per request
- f. **** Delete weekly card issue file
- g. **** Delete monthly card issue file
- h. **** Special card handling, plus postage. Any special card handling outside the normal processing procedures (i.e., card pulls, rushes, etc) will incur a special handling fee
- i. Custom Pin Mailer Flashes
 - i. **** ATM cards
 - ii. **** Debit cards
- j. **** Card production stickers, sticker and application included
- k. Card production Sleeves
 - i. **** Insertion of sleeves
 - ii. **** Cost of sleeves*

*Costs of sleeves are based on third party costs and are subject to change at any time and without notice.
- l. Card carriers
 - i. **** Generic Stock: card carrier
 - ii. **** Generic Stock: custom card carrier
 - iii. **** Pre-print card carrier surcharge

- m. Vendor “Clue” and “Account” mailer issuance
 - i. **** Standard clue mailer set up
 - ii. **** Custom clue mailer set up
 - iii. **** Stuff and mail Clue or Account mailers Stuff and mail includes standard Vendor forms and envelopes but does not include postage

*Subject to a minimum of \$**** per month
- n. Card Plastics Destruction Fee*
 - \$**** - **** cards
 - \$***** - **** cards
 - \$**** - **** cards
 - \$**** - **** cards
 - \$**** - **** cards

*not including any programming fees which may be applicable

\$**** over **** cards

- o. Card Proof
 - i. **** Generic Card Proof
 - ii. **** Custom Card Proof
- p. **** per **** cards Card Unpacking Fee (Non-Fifth Third orders only)
- q. **** Card Production Deconversion Fee

10. COMMUNICATION SERVICES

The following fees are quoted on a customized solution provided to each customer, and the following is provided as a general guideline based upon services and fees available at the time of printing.

- a. Host Communication and Port Fees
 - i. **** Comm Controller Port Fee
 - ii. **** Host Comm Fee: <9.6
 - iii. **** Host Comm Fee: 9.6 to 14.4
 - iv. **** Host Comm Fee: 14.4 to 19.2
 - v. **** Host Comm Fee: 56k
 - vi. **** Host Comm Fee: Multi Point
 - vii. **** Host Comm Fee: Private Multi
 - viii. **** Host Comm Fee: Shared
 - ix. **** Shared Multi Point Device Fee
- b. **** Dial-up devices (CRT, RJE, FTP, Terminal, etc.)
- c. **** PU2 Support (Token Ring, etc.), the number of which will be determined from time to time by Vendor in accordance with Vendor's standards and records and will be based on PU2 definitions on Vendor's system.
- d. Communication Support
 - i. Communication set up fee. Standard Electronic Transmission using IBM
 - a. **** Standard Electronic Transmission using IBM standard remote job
 - b. **** Port Fee
 - c. **** Reports Fee

- ii. Access fee
 - a. **** First destination
 - b. **** Additional destinations on a per destination basis
- iii. Usage Fees
 - a. **** Dial Line/Internet/VPN
 - b. **** Connect Mailbox/ Connect Enterprise
 - c. **** Leased Line (NJE, FTP, Connect Direct)
- iv. **** Secure Internet File Transfer Fee (SIFT)

e. Router Communication Port Fees

- i. **** Async Dial
- ii. **** CLS I VPN FTP
- iii. **** CLS II VPN AU
- iv. **** Ethernet
- v. **** Frame ATM
- vi. **** FTPS Frame 56/64 k
- vii. **** FTPS Frame >64 k
- viii. **** HUS Customer
- ix. **** ISDN
- x. **** ISDN Only Disaster Recovery
- xi. **** Serial<56k
- xii. **** Serial 56/64 k
- xiii. **** Serial >64 k
- xiv. **** Test Port Access

10

- xv. **** Token Ring
- xvi. **** Vendor Frame
- xvii. **** VPN Set-up Fee
- xviii. **** VPN

f. Remote Authorization Interface

- i. **** Remote authorization interface from Vendor to each account authorization Data Center using standard Vendor format.
- ii. **** Remote authorization interface from Vendor to each account authorization Data Center using non-standard Vendor format.

g. Telecomm Fees

- i. **** Telco high-end Dial ATMs: Financial
- ii. **** Telco high-end Dial ATMs: Non-Financial
- iii. **** Telco low-end Dial ATMs: Financial
- iv. **** Telco low-end Dial ATMs: Non-Financial
- v. **** Telco SmartModem ATMs: Financial
- vi. **** Telco SmartModem ATMs: Non-Financial
- vii. **** Telco Wireless ATMs: Financial
- viii. **** Telco Wireless ATMs: Non-Financial

11. DATA BASE PROCESSING

The following fees do not include any programming efforts that may be required to support special requests made by Customer. The following fees include **** (****) test and **** (****) production file. Vendor reserves the right to add an additional hourly charge to the following fee if it processes additional files.

- a. **** Purge of account or cluster file

b. **** Re-number of account or cluster file to

11

-
- **** preserve the password for cluster files when requested or if applicable
 - c. **** Special update of extract file from Customer supplied bath file in Vendor specified format (including reruns and manual override support)
 - d. **** Card management file conversion fee
 - e. **** Online maintenance
 - f. **** Other CRT Updates
 - g. **** ATM Card to Debit Card re-issue implementation fee, in addition to card production costs per Customer's Agreement, subject to a maximum of \$****.
 - h. **** Set Up Fee for ATM Card to Debit Card upgrade program

12. DEBIT/CREDIT SPECIAL PROGRAM SERVICES

- a. **** Create Mailing Labels
- b. **** Create Automated Letters
- c. **** Standard Messages
- d. **** Move Cycle Codes
- e. **** Bankfile Change
- f. **** Credit Line Increase Program
- g. **** Skip a Pay program
- h. **** Set up of additional Program (consumer, business, etc.)
- i. **** Deconversion of Debit Card Program
- j. **** Deconversion of Agent Credit Card Program

12

-
- k. **** BIN Retention Fee. BIN Retention Fees shall be assessed for cards defined on Vendor's system at the time of Customer's conversion from Vendor's system, and at Vendor's option shall be subject to a \$**** minimum. Customer shall be responsible for BIN Retention Fees until Vendor is released from liability for the BIN from the Network.
 - l. **** BIN Acceptance Fee. Vendor will convert and maintain Customer's old debit card BIN in order to accept trailing transaction and/or chargeback activity from the Network. Customer shall be responsible for BIN Acceptance Fees until Vendor is released from liability for the BIN from the Network. All Chargeback services occur during regular business hours and any or all services may be provided by an affiliate or division of Vendor. The Customer is responsible for its compliance with Reg. E, routing of inbound calls, and sending disputes to Vendor. Enhanced Chargeback service may include Vendor acknowledgment of a Cardholder dispute and followup with provisional credit issuance, in addition to standard support services.
 - m. **** Chargeback/Representation
 - n. **** Chargeback/Representation - Manual Research Fee
 - o. **** Draft Retrieval Requests
 - p. **** Enhanced Chargeback Monthly Fee

q. **** Enhanced Chargeback/Representation Fee

13. EJ UPLOAD SERVICES

a. **** EJ Upload Customer Set up, in addition to the per Terminal Set Up fee
**** EJ Upload Terminal Set up

b. **** EJ Upload Monthly ATM fee

14. EBT SERVICES

a. **** Set up Fee
b. **** Disconnect fee
c. **** Monthly program access fee
d. **** Documentation (if supplied by Vendor)
e. **** Documentation: Amendments/Supplements (if supplied by Vendor)
f. **** EBT acquirer or cardholder gateway fee, in addition to all other transaction fees assessed under this and/or other Agreements.
g. **** Adjustment Fee

15. FEE ASSESSMENT/SURCHARGE REBATE SERVICES (TRANSACTION BASED, CARDHOLDER BASED, OR INTERNATIONAL)

Transaction based: a category in which a fee is assessed on a per transaction basis for each qualified transaction.

Cardholder based: a category in which a fee is assessed per cardholder based on a unit of time or transaction volume threshold.

For each category, a unique set of fee assessment or surcharge rebate parameters can be developed.

a. **** Fee Assessment/ Surcharge Rebate set up fee
b. **** Monthly Fee Assessment/ Surcharge Rebate category fee, will be assessed only in the month for which cardholder charges are assessed.
c. **** Fee Assessment/Surcharge Rebate item fee
d. **** Add or Change categories

16. FIFTH THIRD DIRECT WORKSTATION SERVICES AND FEES

a. **** Fifth Third Direct Set up fee
b. **** Fifth Third Direct monthly access fee
c. **** Fifth Third Direct monthly active user ID fee
d. **** Fifth Third Direct active user ID dial-up surcharge in addition to standard ID fee
e. **** File transfer, in addition to monthly access fee
f. **** Fifth Third Direct conversion testing, additional testing after first test file is billed at SHR.
g. **** Reports Direct
h. **** Operator Security Fees
Operator security fees are assessed to Customer for the initial set up of the operator security file and security tables, maintenance to those tables at the

customer's request, and the ongoing support to maintain the file and tables. Each member institution can choose one of two available options:

Option A

Standard Option.

This option allows each institution to assign one of three pre-defined standard security levels to a CRT user. The levels are 1) complete inquiry capability; 2) complete inquiry and complete update capability; 3) complete inquiry and complete update capability except against operator security assignment functions.

Option B

Customized Option. This option allows each institution to define operator and Terminal security levels according to their

specific needs within the system specifications.

- i. Operator Set up fee, includes setup of operator security files, definition of operator and Terminal tables (where applicable) and activation of operator security service.

 - i. ****
 - ii. ****

- j. Monthly file residency fee

 - i. ****
 - ii. ****

- k. Modification fee

 - i. ****
 - ii. ****

17. FRAUD SERVICES

Fraud Detection Services

- a. **** Fraud detection set up fee, on a per program basis
- b. **** Fraud detection service disconnect fee
- c. **** Fraud detection monthly base fee
- d. **** Fraud detection card residency (all card types) in addition to standard card residency fees
- e. **** Fraud detection scored transaction fee: Pin and Signature
- f. **** Case fee

Lost and Stolen Services

- g. **** Lost and Stolen Card Support Fee (\$50 minimum)
- h. \$**** Emergency **** replacement card calls
- i. Real Time Decisioning

 - i. **** Cardholder Exclusion

- j. SAFE Reporting Service

 - i. **** Monthly SAFE Reporting fee
 - ii. **** SAFE Reporting Service

- iii. ****
**** Monthly Automated Fraud Reporting Service
- **** Automated Fraud Reporting Service

18. MARKETING SERVICES: DEBIT PORTFOLIO MANAGEMENT (DPM)

a. Standard Debit Portfolio Management

Standard Debit Portfolio Management includes Customer's access to Fifth Third's Marketing Direct internet-web tool, predetermined Annual Drive Calendar, Educational "Webinars" and debit consultation services and requires Customer's participation in a minimum of **** (****) standard direct mail marketing programs per calendar year (each such program includes institution logo, card artwork, 1-800 customer service telephone number and signature of institution representative). Other/additional requests shall be deemed non-standard customization.

- i. **** Annual Management Fee for Standard Debit Portfolio Management
- ii. **** Mail and fulfillment file set up

17

iii. **** Printing and mailing of standard direct mail program materials

vii. **** Non-standard customization of marketing materials

b. Customized Debit Portfolio Management

- i. **** Marketing program set up
- ii. **** Mail and fulfillment file set up
- iii. **** Customized consultation, annual marketing drive calendar development, and webinar participation
- iv. **** DPM Marketing Campaign Tool (This is a Fifth Third Direct enhancement which allows financial institutions to query the cardbase to create targeted mail and fulfillment files)
- v. **** Printing and mailing of customized direct mail program materials
- vi. **** Customized follow-up response analysis
- vii. **** Other customized services
- viii. **** Non-standard customization of marketing materials

19. MINI-STATEMENT SERVICES

- a. **** Mini-Statement set up fee, does not include ATM set up
- b. **** Terminal set up
- c. **** Mini-Statement Transaction fee, applies to both issuer and acquirer Transactions
- d. **** Demand Deposit Mini-Statement item residency at Vendor, monthly fee

18

e. **** Savings Account Mini-Statement item residency at Vendor, monthly fee

f. **** Other account Mini-Statement item residency at Vendor

g. **** Testing and certification

20. NAME CHANGE - INSTITUTION DEFINITION SERVICES

- a. **** Institution, new acronym set up, in addition to any database Services
- b. **** Name Change - institution definitions

- c. **** Basic Acronym Deconversion
21. NETWORK AND GATEWAY SERVICES (NOT INCLUDING EBT)
- a. **** National Network Monthly Access Fee (National Networks include Cirrus, Plus, ****, American Express, Discover, Interlink and Maestro).
- b. **** Regional Network Monthly Access Fee
- c. **** Client Cardholder gateway fee
- d. **** Client acquirer gateway fee
- e. **** Connect or disconnect
22. ON-LINE FORCE POST SERVICES
- a. **** On-line force post conversion, in addition to testing and certification
- b. **** On-line force post hold item fee
23. OVERDRAFT SCREEN SUPPORT
- a. **** Overdraft Screen Support Setup fee, in addition to testing and certification

19

- b. **** Overdraft Screen Support Monthly per acronym fee
- c. **** Overdraft Screen Support Transaction Fee
- d. **** Monthly Overdraft Screen Terminal Definition Fee
24. PROMOTIONAL MESSAGING SERVICES (SCREEN & RECEIPT)
- a. ATM Receipt Promotional messaging
- i. **** Receipt set up fee
- ii. **** Receipt monthly fee
- iii. **** Monthly Receipt Terminal definition fee
- b. ATM Screen Promotional messaging
- i. **** Screen set up fee
- ii. **** Screen monthly fee
- iii. **** Monthly Screen Terminal definition fee
- c. ATM Receipt & Screen Promotional messaging.(combined)
- i. **** Receipt/Screen set up fee
- ii. **** Receipt/Screen monthly fee
- iii. **** Monthly Receipt/Screen Terminal definition fee
25. REPORTS AND FILE PROCESSING SERVICES
- a. **** Report Recreate. Prices apply to reprints made within **** days from the creation of the original report and/or files. When more than **** days have elapsed or requests are made outside of Vendor's standard, fees will be assessed according to SHR .

20

- b. **** File Recreate. Prices apply to recreations made within **** days from the creation of the original report and/or files. When more than **** days

have elapsed or requests are made outside of Vendor's standard, fees will be assessed according to SHR .

- c. **** Standard Vendor synchronization report (containing Cardholder information)
- d. **** Standard Vendor synchronization file encrypted to Vendor's standards and delivered via Vendor's preferred method
- e. **** Monthly Transaction location and frequency distribution report
- f. Network BIN reporting
 - i. **** Network BIN reporting set up
 - ii. **** Network BIN reporting, monthly fee
- g. **** International BIN file/surcharging exemptions, weekly transmission of BIN file, one file per week.
- h. BIN file transmission
 - i. **** BIN file transmission set up fee
 - ii. **** BIN file transmission monthly fee
- i. Interchange by ATM file

- i. **** Interchange by ATM file set up fee
- ii. **** Interchange by ATM monthly fee
- j. CRT Activity file
 - i. **** CRT activity file set up fee
 - ii. **** CRT activity file monthly fee
 - iii. **** CRT testing and certification
- k. **** Public/Private file encryption - Public/Private file encryption may not be available for all data types or for all report types, and may be required for certain types of reports or files. Use of such Service may require Customer to purchase software, which is not provided by Vendor, nor available through Vendor.
- l. **** **** - **** cards
**** **** - **** cards
**** **** - **** cards
**** over **** cards
Card Compromise Reissue Support - This fee includes Vendor's standard support services in compiling reports, files, and data available to Vendor relative to a card compromise of Customer's Cards and Customer's reissue of those Cards. This fee does not include any Card Production Services , fees (as listed elsewhere in the Agreement) or any third party fees associated with the reissuance of any Cards.

26. REMOTE DES KEY SERVICES

- a. **** Remote DES Key Setup
- b. **** Remote DES Key Monthly ATM fee
- c. **** Remote DES Key Download fee, on a per download basis

27. REWARDS PROGRAM SERVICES

promoted by Vendor, but may be supported by Vendor.

i. ****

Vendor rewards program set up or disconnect fee

ii. ****

Rewards program monthly file fee

iii. ****

Rewards program record fee

b. Rewards! Program*

i. ****

Rewards! program services are detailed in and subject to a separate Rewards! addendum and fee schedule which shall be executed by Customer prior to the receipt of such Services by Customer.

28. SETTLEMENT DEFINITION AND OTHER MAINTENANCE SERVICES

a. ****

Settlement account number

b. ****

includes changes from activity file/report to ACH file; from ACH file to activity file, or from ACH or activity file to activity report.

c. ****

ACH test file

d. ****

Activity file report sort pattern

e. ****

Business day change

f. ****

Holiday schedule change

g. ****

Routing and Transit number change

h. ****

Add or suppress report

i. ****

ACH settlement return item support

j. ****

Federal Reserve settlement, or ****% of amount charged to Vendor or its agent(s) by Federal Reserve, whichever is greater.

29. STAND-IN PROCESSING/PIN VALIDATION PROCESSING SERVICES

a. ****

Stand-in processing set up fee on a per profile basis

b. ****

Stand-in negative file monthly base fee

c. ****

Stand-in transaction surcharge - PIN based, in addition to the base transaction fee only when stand in is active for the processor

Stand-in transaction surcharge - PIN-less, in addition to the base transaction fee only when stand in is active for the processor

d. ****

Negative file residency monthly fee

e. ****

Negative file CRT updates

f. ****

Negative file refresh/synchronization

additional runs each month

g. ****

File transmission via RJE to Processor for analysis

h.

PIN Validation

i. ****

PIN validation set up existing algorithm

ii. ****

PIN validation set up new algorithm

PIN Validation transaction fee surcharge, in addition to standard transaction fee

Vendor can provide PIN validation services for Customer only if the PIN can be derived from the card's Track II data using a software algorithm and optionally, a key. All Processor transactions will be assessed a base Transaction fee surcharge whether or not each BIN employs the facility and regardless of whether PIN validation is active. Each BIN of Customer can have a different algorithm but not more than one PIN algorithm per BIN. Processor PIN

validation services can be activated for all transactions or, optionally, during stand-in processing only. The option selected will apply to all BINs of Customer.

30. SURCHARGING AND SELECTIVE SURCHARGING SERVICES

A category indicates how Customer has decided to identify various transactions (e.g., cash withdrawals, deposits, etc.) relating to a unique network. For each category, a unique set of surcharging charges can be developed.

- a. **** Surcharging set up fee
- b. **** Selective surcharging set up fee
- c. **** Surcharging monthly base fee on a per category basis
- d. **** Selective surcharging monthly base fee

This fee applies to each Network selective surcharging program in which Customer participates. Vendor will support each Network selective surcharging program in accordance with Vendor's standards including its standard BIN update procedures and timeframes. In the event a given Network changes its selective surcharging requirements in any way and such change has an impact on Vendor's support requirements, Vendor reserves the right to modify the Base Fee or other fees herein.

- e. **** Surcharging transaction fee
- f. **** Add, delete or change categories or Terminals
- g. **** Custom set up

Any special requests or custom set up either within or outside of a Network selective surcharging program and which is supported by Vendor will be assessed fees at the Standard Hourly Rate.

31. 3-D SECURE SERVICES (INCLUDES VERIFIED BY **** AND **** SECURECODE)

- a. **** Customer set up fee
- b. **** Access Fee
- c. **** Enrollment/Password change
- d. **** Authentication

32. TRAINING SERVICES AND DOCUMENTATION SERVICES

- a. Training
 - i. **** Training at a Vendor training facility
 - ii. **** Training at a non-Vendor site in addition to
 - **** Vendor's expenses Web Training - Rates vary per class depending on content. Contact Relationship Management for specific prices.

- b. Documentation
- i. **** Paper: new and replacement volume
 - ii. **** Paper: update or supplement
 - iii. **** Electronic: new and replacement volume
 - iv. **** Electronic: update or supplement
 - v. **** CD or other media: new and replacement volume
 - vi. **** CD or other media: update or supplement
 - vii. **** Chargeback/Adjustment manual
 - viii. **** Vendor's Independent Third Party Audit*
- *which is provided only upon Customer's execution of Vendor's standard non-disclosure agreement, unless otherwise already protected by sufficient confidentiality provisions (as determined by

Vendor) in Customer's Agreement with Vendor.

- c. **** On-Site Conversion Support Fee - at location other than Vendor's

33. OTHER SERVICES

**** All Services not listed, or requested outside of standard formats or timeframes

**** Expedite Fee - for any Service requested outside of standard timeframes. Vendor does not represent or warrant that it will be able to meet all such requests.

In the event of an inconsistency between the pricing contained in this Fees Addendum (Addendum A) and the pricing contained in the Master Services Agreement, including any amendment, Addenda (other than this Fees Addendum) or Fee Schedule to the Core Services Addendum, for the same specific Service, the pricing contained in the specific amendment, Addenda or Fee Schedule shall control.

The fees and rates quoted above are for Vendor's then-current services and for Vendor's support expended during Vendor's normal business hours. Vendor and Customer agree that the fees contained in this Addendum A shall be negotiable unless and to the extent such fees are contained on the Fee Schedule to the Core Services Addendum.

Vendor reserves the right to add an additional hourly surcharge of \$****/hour to the above fees for Vendor services and/or Vendor support occurring outside its normal business hours and/or contrary to the guidelines in the Vendor standards.

IN WITNESS WHEREOF, the Vendor and the Customer have caused this Addendum to be executed as of the date first written above.

VENDOR: FIFTH THIRD PROCESSING SOLUTIONS, LLC

By: /s/ Charles D. Drucker
 Name: Charles D. Drucker
 Title: Chief Executive Officer
 Date: June 30, 2009

CUSTOMER: FIFTH THIRD BANCORP

By: /s/ Paul L. Reynolds
 Name: Paul L. Reynolds

Title: Executive Vice President, Secretary and Chief Legal Officer

Date: June 30, 2009

[SIGNATURE PAGE TO FEES ADDENDUM]

**EXHIBIT A TO THE
MASTER SERVICES AGREEMENT**

This is an agreement between Fifth Third Bancorp, on behalf of itself and its subsidiaries and affiliates (“Bank”), and Fifth Third Processing Solutions, LLC (“Vendor”) that is an exhibit to the Master Services Agreement between Bank (sometimes referred to as Customer) and Vendor dated June 30, 2009 (“Agreement”)

1

**RISK ADDENDUM TO THE
MASTER SERVICES AGREEMENT**

This Agreement shall be an Addendum to the Master Services Agreement between Fifth Third Processing Solutions, LLC (“Vendor”) and Fifth Third Bancorp (“Customer”) dated June,30 2009 (the “Agreement”). Notwithstanding any other provision of the Agreement, Vendor agrees to the following Risk Standards. In the event of a conflict between the terms of this Addendum and the Agreement, this Addendum shall control. To the extent either the Agreement or this Addendum provides greater protection for information security purposes, the parties agree that such greater protection is not a conflict between the terms of this Addendum and this Agreement, but the intent of the parties if to provide the greatest possible protection and security for information subject to the Agreement.

1

CONFIDENTIAL TREATMENT REQUESTED

INFORMATION FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED IS OMITTED AND NOTED WITH “*****”.

AN UNREDACTED VERSION OF THIS DOCUMENT HAS ALSO BEEN PROVIDED TO THE
SECURITIES AND EXCHANGE COMMISSION.



AMENDMENT NO. 1 TO THE
MASTER SERVICES AGREEMENT

This Amendment No. 1 (this “Amendment No. 1”) to the Master Services Agreement dated June 30, 2009, and corresponding Addenda, (collectively the “Agreement”) is made between VANTIV, LLC, a Delaware limited liability company (“Vendor”) and FIFTH THIRD BANCORP, an Ohio corporation, on behalf of itself and its subsidiary depository institutions (“Customer”) and shall be effective as of July 1, 2011 (“Effective Date”) unless otherwise noted herein. The Agreement shall be amended in the following respects:

- I. **Fee Schedule No. 2.** On or before the execution of this Amendment No. 1 by Customer, Customer agrees to execute an unaltered original of Vendor’s Fee Schedule No. 2 attached hereto and as of the Effective Date, Customer and Vendor agree that the Fee Schedule to the Core Services Addendum shall be replaced and superseded by Fee Schedule No. 2 to the Core Services Addendum.
- II. **Letter Agreement dated May 4, 2010.** Vendor and Customer acknowledge and agree that nothing in this Amendment No. 1 shall modify or affect the terms of that certain letter agreement dated May 4, 2010.
- III. **Section A.3 of the Core Services Addendum to the Master Services Agreement, dated June 30, 2009, shall be amended by adding the following Optional Services:**
 - “b. **Fraud Neural Cardholder Transaction Scoring Services**, means real time cardholder transaction scoring to detect potential fraud based upon a proprietary scoring system designed to determine the likelihood that a cardholder transaction is fraudulent.”
 - c. **Gasper Vantage Services**, means the ATM Management Solution that supports Customer initiated ATM monitoring and ATM commands via online and telephone access, Functionality within this service includes reporting and real-time status monitoring via a dashboard that displays the Customer’s ATM fleet.
- IV. **Personal Banking Services Replacement.** In connection with the move to internal processing of the Personal Banking Support Services, Customer and Vendor agree, *****.
- V. **The Core Services Addendum to the Master Services Agreement, dated June 30, 2009, shall be amended by adding the following conditional credit provisions and such provisions shall first become effective for Services provided in calendar year 2011:**
 1. **New Service Fee Credit.** On an annual basis, no later than March 1 of each calendar year of the Initial Term, Vendor shall calculate the total fees paid by Customer for Services in such calendar year (excluding third party fees (“Total Calendar Year Fees”). In the event the Total Calendar Year Fees exceed \$*****, Customer shall receive a “New Service Fee Credit”. The New Service Fee Credit shall be equal to the lesser of i) the total fees (excluding all third party fees) billed to Customer by Vendor in the applicable calendar year from “New Services” or ii) \$*****. For avoidance of doubt, the New Service Fee Credit shall in no event reduce Vendors Total Calendar Year Fees below \$*****. “New Services” for purposes of this Section A.1, shall mean new products or services utilized by Customer if such new products or services and the fees associated therewith are mutually agreed upon and identified as “New Services” in a writing from Vendor (which writing may include E-mail, facsimile or oral identification (so long as such oral identification is followed up promptly by a written communication of such oral identification)). The New Service Fee Credit, if applicable, will be provided by Vendor as a credit against Service fees first on Customer’s March Services Invoice (for avoidance of doubt, Customer will first be eligible to receive a New Service Fee Credit on its Services Invoice received in March 2012) and, to the extent such invoice is less than the New Service Fee Credit, then such New Service Fee Credit shall be provided by Vendor as a credit against Customer’s Service fees in the next quarterly (or other periodic) services invoice, and shall continue as a credit in the future until the full New Service Fee Credit is credited and used for Customer’s benefit. New Services shall be determined in a good faith basis between Customer and Vendor and is intended to include services that Customer may receive from Vendor and / or any person or entity controlled by, under common control with, Vendor (“Vendor Affiliates” and each a “Vendor Affiliate”).
 2. **Acquisition Fee Credit.** In the event the Total Calendar Year Fees paid by Customer are greater than \$***** in any calendar year following the 2011 calendar year and Customer closed an acquisition of one or more Future Affiliates subsequent to July 1, 2011 that i) did not already receive the Core Services from Vendor or a Vendor Affiliate prior to such acquisition; and ii) converted to or began to use the Services (or services from Vendor Affiliates) which it did not use prior to the acquisition, on an annual basis, (the increase in fees based upon usage of Services (or services of Vendor Affiliates) not previously used by an acquiree shall be the “Usage Increase Fees” and, together with the Total Calendar Year Fees, the “Usage-Adjusted Total Calendar Year Fees”) Vendor shall provide Customer an Acquisition Fee Credit calculated as a percentage of the Total Calendar Year Fees in excess of \$***** in accordance with the below tier. The Acquisition Fee Credit shall be calculated by Vendor and, if applicable, provided to Customer as a credit against Service fees on Customer’s March Services Invoice. The Acquisition Fee Credit shall include that amount of additional Services use after the acquisition which were not used prior to the acquisition; in some cases this shall be an increase relating to a complete conversion and in others it may simply be usage of an increased number of Services from Vendor. In the event that the Acquisition Fee Credit (or the sum of the New Service Fee Credit and the Acquisition Fee Credit) exceeds Customer’s Services Invoice for March of the subsequent calendar year, then it (or they both, combined) shall be provided by Vendor as a credit against Customer’s Service fees in the next quarterly (or other periodic) services invoice, and shall continue as a credit in the future until the full New Service Fee Credit is credited and used for Customer’s benefit.

Usage Adjusted Total Calendar Year Fees

Bank Acquisition Fee Credit*

< \$****

\$**** - \$****

\$**** - \$****

>\$****

Example: If Customer closes an acquisition of a Future Affiliate in 2012, such Future Affiliate converts to the Services, the Total Calendar Year Fees are in excess of \$**** and the Usage Adjusted Total Calendar Year Fees paid by Customer in 2012 is \$****, the Bank Acquisition Fee Credit due Customer would be equal to \$**** (\$**** x ****% + \$**** x ****% = \$****).

3. Section D.3, shall be amended by adding the following to the end of the Section:

“Notwithstanding the covenant and agreement set forth in Section D.1 of the Core Services Addendum to the Master Services Agreement, Customer and Vendor agree that the covenants and agreements in the Master Services Agreement shall not stop or affect in any way the ability of any merchant to freely choose which network through which it chooses to route transactions and, in fact, merchants are free to so choose which network through which they would prefer their processed transactions be routed.”

VI. The Services Level Schedule to the Core Services Addendum to the Master Services Agreement (the “Services Level Schedule”) shall include service levels required for the Gaspar Vantage Services, which service levels shall be negotiated between Vendor and Customer in good faith and established by formally amending the Services Level Schedule by September 30, 2011.

Except as otherwise provided in this Amendment, the terms of the Agreement are hereby ratified and affirmed, including any prior Monthly Services Invoices for Services provided prior to the Effective Date of this Amendment, and the Agreement and all addenda, as modified by this Amendment, shall remain in full force and effect. This Amendment shall have no force or effect unless and until countersigned by Vendor.

VANTIV, LLC

FIFTH THIRD BANCORP

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

FEE SCHEDULE NO. 2 TO THE CORE SERVICES ADDENDUM TO THE MASTER SERVICES AGREEMENT

This Fee Schedule No. 2 to the Core Services Addendum to the Master Services Agreement dated June 30, 2009, is made between VANTIV, LLC (“Vendor”) and FIFTH THIRD BANCORP, an Ohio corporation, on behalf of itself and its subsidiary depository institutions (“Customer”). Effective upon May 1, 2011, the parties agree that the “Fee Schedule to the Core Services Addendum to the Master Services Agreement” by and between Vendor and Customer shall be replaced and superseded by this “Fee Schedule No. 2 to the Core Services Addendum to the Master Services Agreement”.

A. SETUP FEES

- 1. Institution (per acronym) ****
- 2. Debit Card Services (per program) ****
- 3. Card Production Services ****
- 4. Fifth Third Direct Services ****
- 5. ATM, POS or Other Network Gateway Services (all networks) connect and/or disconnect ****
- 6. Terminal Definitions (add or delete) ****
- 7. Terminal Changes ****
- 8. Balance File Set Up ****
- 9. Card Activation Services ****
- 10. EBT Services connect and/or disconnect ****
- 11. EJ Upload ****
- 12. Fee Assessment ****
- 13. Fraud Detection ****
- 14. Overdraft Screen Support Set-up ****
- 15. Promotional Messaging (ATM screen and receipt) ****
- 16. Remote DES Key ****
- 17. Reward Program ****
- 18. Surcharging ****
- 19. Selective Surcharging ****
- 20. 3-D Secure ****
- 21. Preference Per ATM setup ****
- 22. Operator Security Monthly: STD ****
- 23. Operator Security Monthly: Custom ****
- 24. Software Distribution ****
- 25. Other Services ****

B. ISSUER SERVICES

- 1. Cardholder Transactions
 - a. Transactions by Client’s Cardholders ****
 - b. Transactions by Client’s Cardholders: On-Us ****
 - c. Transactions by Client’s Cardholders: Audio Transactions ****
 - d. Transactions by Client’s Cardholders: BILLPAYER 2000 ****
 - e. Transactions by Client’s Cardholders: Internet Banking ****

- 2. Residency Fees
 - a. ATM Card Residency — Extended (CIF information) ****
 - b. ATM Card Residency ****
 - c. Account Residency: DDA ****
 - d. Account Residency: SAV ****
 - e. Account Residency: I/L ****
 - f. Account Residency: Social Security Record ****
 - g. RCD Card Residency ****
- 3. Stand-in/PIN Validation
 - a. Stand-in Negative File Monthly Base Fee ****
 - b. Stand-in transaction Surcharge: PIN ****
 - c. Stand-in transaction Surcharge: Signature ****
- 4. Proprietary Card Program (i.e. non-branded, and /or private label cards)
 - a. Proprietary Cardholder Fee ****
 - b. Proprietary Account Statements ****
 - c. Proprietary Account Payments ****
 - d. Proprietary Cardholder Customer Service ****
 - e. Proprietary Cardholder Residency Fee ****

C. DEBIT AND CREDIT CARD SERVICES

- 1. Transaction Fees
 - a. Authorization Fee **** **
 - b. Authorization Fee: Operator Assisted ****
 - c. Posted Item Fee ****
 - d. Online Force Post Hold Item Fee ****
 - e. Account Payments ****
- 2. Residency Fees
 - a. Account Maintenance Support Fee ****
 - b. Account Residency Fee ****
 - c. Card Residency Fee: Extended (CIF information) ****
 - d. Card Residency Fee ****
 - e. Statement-to-Date ****
- 3. Chargeback & Draft Retrieval Fees
 - a. Chargeback/Representation ****

- b. Chargeback: Manual Research Fee ****
 - c. Draft Retrieval Requests -**** ****
 - d. Draft Retrieval Requests — **** ****
- 4. Switch Fees
 - a. Authorization Switch Fee ****

** ****

D. CARD PRODUCTION SERVICES

- 1. ATM Cards
 - a. Emboss/Encode: Instant Issue ATM Plastics (minimum order - **** cards) ****
 - b. Emboss/Encode: Custom Issue ATM Plastics ****
 - c. File: ATM Daily Card Issue File ****
 - d. File: ATM Daily Card Issue File - External (delivery to a non-Fifth Third vendor) ****
 - e. File: ATM Monthly Reissue ****
 - f. File: ATM Monthly Reissue - External ****
 - g. Preamailers: ATM (includes Vendor standard forms and envelopes) ****
 - **** - **** ****
 - **** + ****
 - h. Stuff/Mail: ATM Plastics (includes Vendor standard forms and envelopes) ****
 - **** - **** cards ****
 - **** + cards ****
- 2. Debit/Credit Cards
 - a. Emboss/Encode: Debit Plastics ****
 - b. File: Debit Daily Card Issue ****
 - c. File: Debit Daily Card Issue - External (delivery to a non-Fifth Third vendor) ****
 - d. File: Debit Monthly Reissue ****
 - e. File: Debit Monthly Reissue — External (delivery to a non-Fifth Third vendor) ****
 - f. Preamailer: Debit (includes Vendor standard forms and envelopes) ****
 - g. Test Cards ****
- 3. Prepaid/Stored-value/Gift Cards
 - a. Generic Plastic without logo ****
 - b. Generic Plastic with logo ****
- 4. Miscellaneous Card Production Fees
 - a. Generic Stock: Cards ****
 - b. Generic Stock: Card Carrier ****
 - c. Generic Stock: Custom Card Carrier ****
 - d. Graphics on Generic Card (logos on card) ****
 - e. Insertion of Forms ****

Forms will be supplied by Customer at Customer's expense and stuffed into card carriers and/or premailers as requested by Customer *****

- f. Pre-print Card Carrier Surcharge *****
- g. Special Card Handling (e.g., card pulls, rushes, etc.) *****
- h. Sticker Services (includes sticker & application) *****
- i. Storage Fees *****
 - 1st ***** cards *****
 - Additional quantities over ***** cards *****
- j. Clue Mailers *****
- k. Collection MGMT-Private Label *****
- l. Other Services *****

E. TERMINAL SERVICES

- 1. Terminal Transactions *****
 - a. Transactions on Client's ATMs (excludes On-U) *****
- 2. Terminal Support *****
 - a. ATM Access Fee *****
 - b. ATM Access Fee: Dial *****
 - c. ATM Access Fee: SmartModem *****
 - d. ATM Access Fee: Wireless *****
 - e. ATM Monitoring Fee *****
 - f. Gasper Vantage Fee *****

F. GATEWAY SERVICES

- 1. Network Adjustment Fee *****
 - a. Network Adjustment Fee *****
- 2. National Network Fees *****
 - a. Cirrus/***** Monthly Access Fee *****
 - b. Plus Monthly Access Fee *****
 - c. ***** Monthly Access Fee *****
 - d. American Express Monthly Access Fee *****
 - e. Discover Card Monthly Access Fee *****
 - f. Interlink Monthly Access Fee *****
 - g. Maestro Monthly Access Fee *****
 - h. Client Cardholder Gateway Fee *****
 - i. Client Acquired Gateway Fee *****
- 3. National Network Monthly Access Fee — Pass Thru *****
 - a. Cirrus/***** Monthly Network Pass Thru Fee *****
 - b. Plus Monthly Network Pass Thru Fee *****

- 4. Regional Network Fees *****
 - a. Regional Network Access Fee *****
 - b. Client Cardholder Gateway Fee *****
 - c. Client Acquired Gateway Fee *****
- 5. EBT Network Fees *****
 - a. EBT Network Access Fee *****
 - b. Client Cardholder Gateway Fee *****
 - c. Client Acquired Gateway Fee *****
- 6. Regional and national Network Documentation *****
- 7. Jeanie Network Fees *****
 - a. Annual License Fee *****

G. MISCELLANEOUS SERVICES

- 1. Adjustment System Fees *****
 - a. Adjustment System File Residency *****
 - b. Adjustment System Records *****
 - c. Adjustment System Updates *****
- 2. Balance File Record Update Fee *****
- 3. Federal Reserve Fee *****
- 4. Card File Updates (Workstation and Other) *****
- 5. File Transmission Fee *****
- 6. DEPSI Records *****
 - a. DEPSI Record File Residency *****
 - b. DEPSI Record Updates *****
- 7. Other Services *****
- 8. Programming Services *****
- 9. Compliance, and/or Regulatory Assessments (Legal and/or Network) *****
- 10. Third Party Software and Related Support *****

H. VALUE ADDED SERVICES

- 1. Card Activation *****
 - a. Card Activation Monthly Fee *****
 - b. Card Activation Fee (via audio, EFT, 3-D Secure) *****
- 2. Card Extract Services *****

- a. Card Extract File Processing *****
- b. Card File Updates *****
- 3. Fee Assessment/Surcharge Rebate
 - a. Fee Assessment/Surcharge Rebate Per Category Fee *****
 - b. Fee Assessment/Surcharge Rebate Transaction Fee *****
- 4. Fifth Third Direct/Workstation
 - a. Fifth Third Direct Access Fee (host access, reports, adjustments, chargebacks) *****
 - b. Fifth Third Direct Active ID Fee ***** *
 - c. Fifth Third Direct Active ID Surcharge (dial access only) ***** *
 - d. Operator Security Monthly: STD *****
 - e. Operator Security Monthly: Custom *****
 - f. Reports Direct *****
 - g. DEPSI Active ID Fee ***** *

*Each ID that is used in a given month, as determined by Vendor's records of Customer Ids that have logged onto Fifth Third Direct during the month, will result in a separate access fee charge.

- 5. Fraud Detection/Lost and Stolen
 - a. Fraud Detection Monthly Fee *****
 - b. Fraud Detection Card Residency *****
 - c. Fraud Detection Cardholder Transaction Fee: PIN *****
 - d. Fraud Detection Cardholder Transaction Fee: Signature ***** **
 - e. Fraud Detection Case Fee *****
 - f. Fraud Detection Custom Rule *****
 - g. Fraud Neural Cardholder Transaction Fee: PIN *****
 - h. Fraud Neural Cardholder Transaction Fee: Signature/Credit *****
 - i. Real Time Decisioning *****
 - i. Real Time Decisioning Monthly Fee *****
 - ii. Real Time Decisioning Cardholder Transaction Fee: PIN *****
 - iii. Real Time Decisioning Cardholder Transaction Fee: Signature/Credit *****
 - j. Cardholder Exclusion Processing Monthly Fee *****
 - k. Auto Fraud Reporting Monthly Fee *****
 - l. Automated Fraud Reporting Item Fee *****
 - m. Real Time Decisioning Cardholder Exclusion Processing (partition/fill-a-tier — assessed on a non-cumulative, monthly basis)* *****
 - ***** – ***** exclusion/exceptions *****
 - ***** – ***** exclusions/exceptions *****
 - ***** – ***** exclusions/exceptions *****
 - ***** + exclusions/exceptions *****

*Example only:

If Customer has a total of ***** Cardholder Exclusions/Exceptions in a given month, Customer shall be assessed and will pay Vendor for such processing in that month as follows:

***** exclusions/exceptions X \$*****/card = \$***** plus

***** exclusions/exceptions X \$*****/card = \$*****

TOTAL= \$*****

- n. Lost and Stolen Card Support Fee *****
- 6. Overdraft Screen Support
 - a. Overdraft Screen Support Base *****
 - b. Overdraft Screen Support Transaction Fee *****
- 7. Promotional Messaging (ATM Screen and Receipt)
 - a. Receipt and Screen Monthly Base Fee *****
 - b. Screen Only Monthly Base Fee *****
 - c. Receipt Only Monthly Base Fee *****
 - d. Receipt and/or Screen Per ATM Fee *****
- 8. Remote DES Key and EJ Upload
 - a. EJ Upload Monthly Per ATM Fee *****
 - b. Remote DES KEY Monthly Per ATM Fee *****
 - c. Remote DES Key Per Download Fee *****
- 9. Surcharging/Selective Surcharging
 - a. Surcharging Base Fee *****
 - b. Surcharging Base Fee Per ATM *****
 - c. Selective Surcharging Base Fee *****
 - d. Surcharging Transaction Fee *****
- 10. Enhanced Chargeback Processing
 - a. Enhanced Chargeback Monthly Fee *****
 - b. Enhanced Chargeback/chargeback/Representment *****
- 11. ATM Preferences
 - a. Per ATM monthly Fee *****
 - b. Card Residency Fee *****
 - c. Transaction Access Fee *****
- 12. Mini-Statements (assessed to both card and ATM transactions) *****
- 13. 3-D Secure (includes Verified by ***** and ***** Secure Code) *****
 - a. 3-D Secure Access Fee *****

- b. 3-D Secure Enrollment/Authentication/Password Change *****
- 14. SAFE Reporting Support
 - a. Monthly Fee *****
 - b. Per SAFE Reporting Item Fee *****
- 15. Software Distribution
 - a. Access Fee *****
 - b. Per ATM/terminal Fee *****
- 16. Rewards Services *****
- 17. Miscellaneous Value Added Services *****

** *****

I. COMMUNICATION SERVICES (includes frame relay, WAN, ports, modems, circuits, routers, equipment, maintenance, dial devices/charges, usage fees, access fees, wireless devices, etc.) shall be charged and assessed to Customer by Vendor on a straight pass-through basis with no mark-up or additional fees (e.g. Vendor administrative fee, etc.) added by Vendor. Communication Services in this Section I are in addition to any Vendor Communication Services in Section J below.

J. VENDOR COMMUNICATION SERVICES

- 1. Usage Fees
 - a. Dial Line/Internet/VPN *****
 - b. Connect Mailbox/Connect Enterprise *****
 - c. Leased Line (NJE, FTP, Connect Direct) *****

Customer acknowledges and agrees that the fees for the individual Services set forth above shall be applied pursuant to the terms of Section 4 of the Master Data Processing Agreement (including any amendments thereto).

“On-Us” transactions listed above will be defined as Customer’s cardholder(s) performing a transaction at Customer’s ATM(s), including such activity occurring within an acronym as well as such activity among acronyms under the holding company structure of Customer.

Except as otherwise provided in this Fee Schedule No. 2, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect. This Fee Schedule No. 2 shall have no force or effect unless and until countersigned by Vendor.

VANTIV, LLC

FIFTH THIRD BANCORP

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

CONFIDENTIAL TREATMENT REQUESTED

INFORMATION FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED IS
OMITTED AND NOTED WITH "*****".

EXHIBIT A HAS BEEN OMITTED AND NOTED WITH "*****" BASED ON A
REQUEST FOR CONFIDENTIAL TREATMENT.

AN UNREDACTED VERSION OF THIS DOCUMENT HAS ALSO BEEN PROVIDED TO THE
SECURITIES AND EXCHANGE COMMISSION.

Confidential

CLEARING, SETTLEMENT AND SPONSORSHIP SERVICES AGREEMENT

THIS CLEARING, SETTLEMENT AND SPONSORSHIP SERVICES AGREEMENT (this "Agreement") is made as of the 30th day of June, 2009 (the "Effective Date"), by and between Fifth Third Processing Solutions, LLC (f/k/a FTPS Opco, LLC), a Delaware limited liability company (the "Company"), and (b) Fifth Third Bank, an Ohio banking corporation ("Bank").

WHEREAS, Bank is a principal member of the **** ***** and ***** ***** and the other payment associations and EFT associations with whom Bank is an authorized member as set forth on Schedule A and such other associations of which it may hereafter become an authorized member (each a "Card Association" or collectively, the "Card Associations");

WHEREAS, Company expects to be engaged in providing the Company Services as defined below and Company expects to secure and/or maintain appropriate Card Association registrations as a provider of such Company Services as may be required by the Card Association by-laws, operating regulations and rules (collectively, the "Rules"); and

WHEREAS, Company wishes to utilize the Clearing, Settlement and Sponsorship Services as defined below of Bank in the conduct of the Company Services.

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 to those certain terms specifically defined in this Agreement, terms used herein with initial letters capitalized shall have the meanings set forth in the Master Investment Agreement between Bank, the Company, Advent-Kong Blocker Corp. and certain other parties thereto dated March 27, 2009 and as amended as of June 30, 2009 (the "MIA").

Section 1.2 Company Services and Standards.

(a) Company will use the Bank's Clearing, Settlement and Sponsorship Services (as defined in Section 1.3(a) hereof) in order to provide certain electronic funds transfer, debit, credit and merchant transaction processing, payment authorization, operating the Jeanie ATM network and providing 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

1

third parties (such services utilizing the Bank's Clearing, Settlement and Sponsorship Services referred to herein collectively as the "Company Services") for certain financial institutions, merchants and other organizations (the "Sponsored Members").

(b) Bank is party to existing agreements of which certain rights and obligations thereunder will be transferred to the Company (or with respect to which, to the extent not transferred, certain arrangements may be made as contemplated by a separate agreement by and between Bank and Company) that currently incorporate and/or will utilize the Clearing, Settlement or Sponsorship Services of Bank, and the Company will, from time to time after the date the hereof, enter into new agreements that incorporate and/or will utilize the Clearing, Settlement or Sponsorship Services of Bank (all such agreements hereinafter referred to individually or collectively as "Sponsored Agreements"). The standard forms of the Sponsored Agreements in form substantially similar to what exists today shall be deemed approved by Bank (the "Approved Sponsored Agreements"). Company will ensure that all Sponsored Agreements conform to the requirements of the Rules and Law. Company will facilitate, administer and maintain records of all Sponsored Agreements. Sponsored Agreements will contain terms and conditions required by the Rules. In addition, Company will use commercially reasonable efforts to ensure other appropriate terms and conditions, as it determines in its reasonable discretion, are contained in Sponsored Agreements. Any changes to the Approved Sponsor Agreement or any new form of Sponsored Agreements are materially different or materially adverse to Bank must receive prior written approval (which approval shall not be unreasonably withheld, conditioned or delayed) from Bank; provided that Bank shall have **** * days to withhold or grant its approval, and if such approval is not specifically withheld or granted by Bank within the ten **** * day period, such approval shall be deemed received. **** *

(c) Company and Bank agree that the criteria set forth on Exhibit A attached hereto, which may be updated from time to time ("Criteria"), will be utilized by Company to enroll new Sponsored Members for the Clearing, Settlement and Sponsorship Services after the date hereof. Company will not enter into Sponsored Agreements with entities that do not, in Company's reasonable judgment, meet the Criteria without the express and prior approval of Bank (which approval shall not be unreasonably withheld, conditioned or delayed), provided that no entity which falls into either of the following categories shall be required to satisfy the Criteria: (i) entities who are party to Sponsored Agreements as of the date

hereof (or, in the case of agreements assigned by Bank to the Company after the date hereof, as of such assignment date), and (ii) entities, as well as their affiliates, assignees and successors, who are party to agreements which are acquired by the Company (either through assignment or by virtue of the Company acquiring, through merger, stock purchase or otherwise, the entity that is the counterparty on such agreement) in a transaction which was approved by Bank in accordance with Bank's consent rights under the governing documents of the Company and also approved by Bank following Bank's review and approval of the due diligence review of such agreements. Changes to the Criteria may occur from time to time upon written agreement of Bank and Company. Bank shall provide Company with notice of approval or disapproval of any requested changes or exceptions to the Criteria as soon as reasonably practicable, and in any event within **** * Business Days of a requested

2

change. Approval of and any changes to the Criteria, whether requested by Company or Bank, shall be effective upon the written agreement of both Company and Bank, notwithstanding Bank's delay or failure in providing the above notice. Company agrees that it shall use its commercially reasonable efforts to include terms that specifically prohibit any claim or cause of action by the Sponsored Members relating to the Services or the Sponsored Agreement directly against Bank, limiting all such the remedies of any Members to claims or causes of action related to or arising out of the Sponsored Agreement and the Services provided to those against the Company in all such Sponsored Agreements entered into after the date hereof.

(d) Company and Bank agree that Company will only enter into new agreements utilizing the Bank Services with financial institutions, merchants or other organizations that meet or exceed the Criteria in Company's reasonable judgment. Using Bank's policies and procedures, Company shall be responsible for conducting and complying with all applicable Law related to screening, customer identification or know your customer including but not limited to the Bank Secrecy Act (including the USA PATRIOT Act) and those promulgated and issued by the Office of Foreign Assets Control. Company shall also monitor Sponsored Members pursuant to such Law for ongoing compliance with any money laundering and bank secrecy requirements and Bank shall provide all necessary cooperation and access to permit Company to do so. Company will maintain records of all Sponsored Agreements and any agreements entered into that utilize Company Services provided for in this Agreement, including as may be required by the Rules. All such records will be maintained at Company's expense, provided that in the event Bank requests a written copy of any such Sponsored Agreement(s) for a purpose reasonably related to the performance of its obligations hereunder, Company will provide for a copy of such Sponsored Agreement at Bank's expense.

(e) Company shall be responsible for all obligations and liabilities arising out of its provision of Company Services except with respect to the Bank Services which are provided by Bank and as may otherwise be provided in this Agreement or any other agreement between Company and Bank.

(f) 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). Any functions not directly performed by Company or its Subcontractors shall be conducted with qualified industry vendors who the Company reasonably believes to be competent and who meet or exceed any requirements under the Rules or as may be required by applicable Law.

(g) Company will designate a liaison to interface with Bank through Bank's appointed liaison, and will provide reasonable cooperation and assistance to Bank to carry out and accomplish the transactions contemplated by this Agreement.

(h) ****

3

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

(a) Bank will provide the services as more fully described in this [Section 1.3](#) and such services shall be available for Company's benefit and the benefit of all counterparties to any Sponsored Agreements in accordance with the terms of this Agreement (such services collectively referred to herein as "*Clearing, Settlement and Sponsorship Services*" or the "*Bank Services*" and all such counterparties referred to herein as "*Sponsored Members*"). The parties expressly (i) acknowledge that, before the date of this Agreement, Company was a part of Bank and Bank provided Company (and its predecessor-in-interest) with services similar to the Clearing, Settlement and Sponsorship Services (collectively, the "*Previous Services*") and (ii) agree that, on and after the date of this Agreement, unless otherwise specified herein, Bank shall provide the Clearing, Settlement and Sponsorship Services to Company in a manner, within timeframes and using the same (or as modified as agreed by the Company) personnel, processes and systems that result in substantially the same service levels and functionality to the Company and its Sponsored Members as Bank's historical practices and procedures of providing the Previous Services to the Company (and its predecessor-in-interest) and the Sponsored Members before the date of this Agreement.

(b) Bank shall clear and settle transactions through the Card Associations as provided in [Article 3](#) hereof. 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 Card Association assessments, fees, fines or penalties related to Company Services provided to Sponsored Members that are not attributable to the gross negligence, misconduct or breach of this Agreement by Bank (in which case such costs shall be borne by Bank in proportion to the Bank's responsibility for such assessments, fees, fines or penalties). Bank acknowledges and agrees that the BINs and ICAs to be made available to Company hereunder may only be utilized with respect to this Agreement and Company's Sponsored Agreements. Upon termination of this Agreement, Bank will transfer the BIN used by Company under the terms of this Agreement to the successor sponsor bank to be used by Company. The Bank and Company shall, prior to the effective date of termination, agree the amount of reserve to be held by Bank to satisfy the trailing liabilities of Company, and the Company shall pay Bank's reasonable costs for the BIN transfer up to a maximum of \$****.

(c) Bank will remain a member of the Card Associations through the Term of the Agreement.

(d) ****

(e) Bank will use reasonable best efforts in cooperating with the 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 Company Services, including but not limited to performing any transactions with Card Associations in the event Company is not authorized to perform

4

such transactions on its own account or if it is not commercially practical for Company to perform such transactions at Company's expense. Except to the extent otherwise agreed by and between Company and Bank, Company shall be responsible for all chargebacks and losses related to Company Services and the transaction for which Clearing, Settlement and Sponsorship Services are provided by Bank.

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

- (1) ****
- (2) **** or
- (3) **** or
- (4) ****.

For purposes of clause (4) above, (X) a "Predecessor Sponsored Member" shall mean a Sponsored Member who initially became a customer Fifth Third Processing Solutions, a division of the Bank (or its predecessors) (the "Prior Company"), prior to the date hereof, (Y) with respect to a given Sponsored Member, the "Approval Criteria" shall mean, in the case of a Predecessor Sponsored Member, the credit policies in effect at the time such Predecessor Sponsored Member became a customer of the Prior Company and in the case of all other Sponsored Members, the Criteria in effect at the time such Sponsored Member became a customer of the Company or its successors, in the case of each Predecessor Sponsored Member or other Sponsored Member, as amended or excepted for purposes of such particular Predecessor Sponsored Member or other Sponsored Member and (Z) a Sponsored Member's "Current Operations" shall refer the operations of such Sponsored Member at the time Bank is proposing to require Company to terminate such Sponsored Member's Sponsored Agreement.

Bank will notify Company of its desire for the 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 Member reserves) or transferring Bank Services to an alternative provider of Bank Services within timeframes acceptable to Bank, acting reasonably, prior to requiring Company to terminate the Sponsored Agreement.

Nothing contained in this Section 1.3 will be interpreted to restrict or modify Bank's Card Association obligations. Similarly, Bank may place holds on funds due or to become due to a Sponsored Member based on Bank's good faith evaluation of the

5

credit risk of the Sponsored Members to the extent reasonable and consistent with past practice.

(g) Bank agrees to cooperate with Company on a timely basis in the preparation, administration and/or signing of any Sponsored Agreements that conform to the requirements of this Agreement and the Rules.

(h) ****

(i) In the event Company requests Bank to become a member of or provide Company access to any Card Association for which Bank is not already a member or participant as of the date of this Agreement, Bank agrees to use commercially reasonable efforts as promptly as practicable to become a member in order to facilitate Company's ability to support such Card Association's services for its customers. Company shall be responsible for Bank's reasonable out of pocket costs associated with Bank's actions taken in response to such request.

(j) To the extent Company requires security or reserves from a Sponsored Merchant, Company shall endeavor to use commercially reasonable efforts to have any funds in the nature of security or reserves for the Sponsored Members and in respect of the Sponsored Agreements and the Criteria to be placed upon deposit with Bank.

(k) Company shall only enter into new arrangements with other independent service or sales organizations ("ISOs") to use the Bank Services under this Agreement, as permitted by the Criteria for Company's enrollment of ISOs.

Section 1.4 Both Parties. During the term of this Agreement, Bank and Company agree to perform their respective obligations hereunder in compliance with the Rules and applicable Law.

ARTICLE II

FEES

Section 2.1 Bank Fees. Company agrees to pay all fees as specified in Exhibit B with respect to services provided by Bank under this Agreement. Bank agrees to maintain the amount or calculation of such fees fixed for the first **** * of the term of this Agreement, excluding any price increase due to increased fees or assessments imposed by any third party provider including any Card Association fees owed hereunder ("Third Party Fees"). After the first **** * of the term, Bank may change, at its discretion, any fee upon notice to Company; provided, however, that any increase in prices shall not exceed the lesser of **** percent (****%) per annum, or **** percent (****%) of the change, expressed as a percentage in the official Consumer Price Index ("CPI") (for purposes of this Agreement, the CPI shall be the annual percentage increase in the Consumer Price Index of All Urban

Section 2.2 Card Association Benefits. ****

ARTICLE III

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) (collectively, the “*Treasury Management Services*”) shall be governed by the terms of a Treasury Management Agreement by and between Company and Bank. The rights and responsibilities of each party with respect to such Treasury Management Services, and any transaction initiated by Company to or from the Accounts (defined below), shall be set forth in the Master Treasury Management Agreement with terms to be agreed upon between Bank and Company. Company agrees that Bank shall be the exclusive provider of Treasury Management Services for the first **** years of this Agreement and thereafter Bank shall remain Company’s provider of Treasury Management Services ****. Notwithstanding anything herein to the contrary, the Company shall be permitted to establish additional providers of Treasury Management Services (i) with respect to services the Bank is unwilling or unable to provide or (ii) that are established in connection with agent bank relationships. The Treasury Management Services shall be provided under a fee structure to be negotiated between Company and Bank.

Section 3.2 *Settlement Account.* Bank will maintain an account or accounts (collectively, the “*Settlement Account*”) to receive settlement from Card Associations. Company shall work with Bank to establish a process that will keep an aggregate balance in such accounts which is acceptable to Company and bank. For the fees paid to Bank herein, Bank will receive and settle transactions through the interchange process of 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 and direct Bank on such funds transfers. Company shall be responsible for any instructions provided by it or its agents to Bank and further agrees to fund any shortfalls in the Settlement Account within one (1) Business Day.

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, provided, however, that in the event the Company fails to maintain a positive balance in the Company Account, Company shall pay interest to the Bank ****. To the extent Company owes Bank fees under this Agreements, Bank may satisfy such obligations from the Settlement Account or the Company Account.

Section 3.4 *Reserve Account.* ****, 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 based on a reasonable assessment by

Bank of Company’s past processing volume and chargebacks or if required by any Card Association or regulatory agency or rule issued by either of the same. The Reserve Account may be funded by amounts from the Settlement Account, the Company Account or from the Company directly. In the event the Reserve Account is drawn upon, the Reserve Account shall be replenished to meet or exceed the amount then required by Bank. Upon termination of this Agreement Company shall fund the Reserve Account with an amount reasonably requested by Bank to deal with chargebacks and trailing activity. In the event a Reserve Account is established and thereafter the Company is in compliance with its financial covenants for a full fiscal quarter, then Bank shall refund any amounts in such Reserve Account.

Section 3.5 *Security Interest.* In order to secure the obligations of Company to Bank under this Agreement, **** a lien and security interest (subject to the security interests securing the Note) in all of its right, title and interest whether now owned or existing or hereafter created, acquired or arising in, to and under: (a) the Settlement Account and all sums due to the Settlement Account, the Company Account and all sums 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 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 and hereby agrees and authorizes Bank to execute and file (at Company’s expense) any documents to create, perfect, maintain and enforce this security interest, including the filing of UCC financing statements contemporaneously with the execution 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. 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 held by a party other than Bank, or (y) is in compliance with its financial covenants under the Note for a full fiscal quarter following a breach thereof, then Company may request and Bank shall release any security interest with respect to such Sponsored Agreements provided (1) the Company is current on any obligations owing Bank and (2) Company is not in default under the Agreement.

Section 3.6 *Settlement Risk.* Bank shall not be responsible for the systemic risk of loss associated with the Card Associations or the failure of Card Associations 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

Section 4.1 *Reports.* **** To the extent Company or Bank receives any material report or communication, including those from Card Associations, Sponsored Members or otherwise related to this Agreement and which such reports or communications are not otherwise received by the other

mutually agreed by Bank and Company. Bank and Company may agree to generate and receive other reports relating to their respective obligations under this Agreement as mutually agreed by Bank and Company.

Section 4.2 Records and Access. At all times Company will maintain accurate business records relating to its Sponsored Agreements. Company shall provide Bank with commercially reasonable access to Company's and its Sponsored Members' systems and those of any of their respective vendors' systems to enable Bank to appropriately monitor and provide the services contemplated hereby, provided that Bank shall not use such information for any other purposes.

Section 4.3 Business Continuity.

(a) Company will maintain a disaster recovery and contingency program that meets applicable Card Association requirements. Throughout the Term of this Agreement, Company shall maintain and shall instruct its Subcontractors to maintain off-site business continuity capabilities designed to permit Company to recover from a disaster and continue providing Services in accordance with its business continuity plan and capabilities. At such time as any applicable Bank systems and applications are operating independently of those Company systems used to provide the Services, Company shall use commercially reasonable efforts to comply with the redundancy and recovery capabilities have been established by Bank for such applicable Bank systems and applications. Company's business continuity capabilities will permit the recovery from a disaster and resumption of the provision of the Services to Bank within a commercially reasonable period as dictated by the particular recovery rating of the system and/or application in question. Company shall use commercially reasonable efforts to install network connections necessary to provide services for Company's recovery in accordance with the foregoing commitments.

(b) Company shall make available to Bank, upon request and without charge, an executive summary and/or the full text of its current business continuity plan, which it may change from time to time upon notice to Bank. Company shall revise and instruct its Subcontractors to revise, such business continuity plan to meet accepted standards or those required by the Networks or any regulatory agency planning criteria. Company expressly agrees that it will not make any material changes to Company's business continuity plan in place as of the date of this Agreement that would cause such policy to not meet bank regulatory and/or Card Association requirements.

(c) Company shall (i) test the operation and effectiveness of its business continuity plans at least annually, and (ii) upon request furnish to the Bank the portions of its test protocol directly applicable to the Services provided to Bank and a copy of the test results.

ARTICLE V

AUDIT

*Section 5.1 Audits. ****.*

Section 5.2 Audit Expense. Company shall pay the expense of its own audits and all third party audits contemplated by Section 5.1 above related directly to this Agreement and/or the services provided hereby, including but not limited to Card Association mandated audits. Bank shall pay the cost of its own audits.

Section 5.3 Financial Statements. Company will use commercially reasonable efforts to provide audited financial statements for the end of calendar year 2009, provided that if Company is unable to provide such audited financial statements that the executive management of Company shall provide, with any financial statements provided at the end of calendar year 2009, a written certification that such financial statements are complete and accurate. Following 2009, Company will provide annual audited financial statements to Bank. Company shall also provide quarterly unaudited financial statements and such other financial information as Bank may reasonably request.

ARTICLE VI

FEES AND EXPENSES

Section 6.1 Card Association Fees, Related Expenses and Liabilities. Company is responsible for Card Association fees for establishment and maintenance of the BINs and ICAs used in connection with this Agreement. As to Bank, Company is solely liable for Card Association fees for the registration of Company and any Sponsored Members. Company shall pay all Card Association fees, interchange, assessments, penalties and fines applicable or related to the Sponsored Member Program; provided that, Company shall not be liable for Card Association fees and expenses arising out of the gross negligence or misconduct of Bank or breach by Bank of this Agreement. As between Bank and Company, Company is responsible for all expenses related to Company's and each Sponsored Members' compliance with all applicable Law and Card Association Rules, relating to this Agreement or the services contemplated hereby, and the Sponsored Agreements including, but not limited to the expense of any data security or other requirements mandated by any Card Association including PCI compliance. Company shall not be responsible for the cost of Bank's compliance with any Card Association Rules, data security or other requirements that relate to or are necessitated by Bank's own card issuing activities, and Bank shall bear the cost of changes made at Bank's direction or at the direction of a regulator of Bank unless such changes are necessitated by or relate to the provision of services by the Bank hereunder.

Section 6.2 Company Account. As between Company and the Bank, Company is solely responsible for all losses due to transactions by a Sponsored Member, 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 expenses, Bank shall notify Company in writing of the deficiency and Company shall promptly deposit losses 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 and (ii) losses arising out of claims which are subject to indemnification by Bank under this Agreement.

Section 6.3 Conversion Costs. ****.

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 government entity 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 Member or other organization as required by the Rules and except to the extent that any such approval, authorization, declaration, notice, filing or registration would not have a material effect on the 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.

11

(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 law, regulation, 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 the 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 **** Card Associations set forth on Schedule A 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 attempt to resolve the reasonable inquiries of Company and Card Associations in a prompt and professional manner.

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 government entity 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 Members with the Card Associations as required by the Rules and this Agreement.
- (d) As of the date hereof, 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

12

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 Law by which Company is bound.

(f) Company will be a registered Member Service Provider, ISO or other designation of the Bank under applicable 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 and attempt to resolve the reasonable inquiries of Bank, Card Associations and Sponsored Members in a prompt and professional manner.

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, understands, and agrees to comply in all material respects with all Rules.

(b) On an ongoing basis, each party will regularly provide the other party with its current addresses (in the case of the Company, for all its offices) to the extent requested by the other party.

(c) In the event of any inconsistency between any provision of this Agreement and the Rules, except to the extent of any indemnity obligations of Company to Bank hereunder, the Rules in each instance shall be afforded precedence and shall apply.

(d) This Agreement will automatically terminate with respect to a Card Association if Company's required registration with such Card Association is revoked or terminated.

(e) 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 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 Member from using their respective Card Association Marks.

(f) Company acknowledges and agrees that Card Associations shall have the right, either in law or in equity, to enforce any provision of the Rules and to prohibit Company's conduct that creates a risk of injury to Card Associations or that may

13

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.

(g) Company agrees not to use any Card Association Marks other than as permitted by the Rules. To the extent required by the 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.

(h) To the extent required by the Rules, Company shall be responsible for ensuring that all Sponsored Members comply with the Rules. Company further agrees, to the extent required by the Rules, to the following:

(i) Company will not use Card Association equipment and software ("*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 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 the Bank's systems and confidential or proprietary 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 the Company to perform services under the Sponsored Member Program 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 performance under the Sponsored Member Program, to immediately cease any and all use of Card Association Systems and promptly thereafter deliver to Bank all Card Association Confidential Information then in the possession or control or, 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

14

(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 Members or any of their systems or with respect to the FTPS Business, whether by legal proceeding or otherwise.

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

(j) Company will at all times maintain compliance with, and use commercially reasonable efforts to ensure that its Sponsored Members will at all times maintain compliance with, data security standards and requirements established by the applicable Card Associations, including without limitation PCI compliance. In the event Company becomes aware that any Sponsored Member is not in material compliance with PCI, Company will take all commercially reasonable measures, up to and including termination of such Sponsored Agreements, to ensure such Sponsored Members 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. The parties expressly acknowledge that in the course of Bank's and Company's negotiation of this Agreement and the performance hereunder, both parties have disclosed prior to the date hereof and may continue to learn certain confidential patent, copyright, business, trade secret, proprietary or other like information of the other party or third parties, including but not limited to the other party's vendors, consultants, suppliers or customers (collectively, "*Confidential Information*"). Anything in this Agreement to the contrary notwithstanding, each party expressly agrees that it will keep confidential any such Confidential Information it learns, and with respect to Bank, such Confidential Information will be restricted to the underwriting and other divisions of Bank and its affiliates that need to know such Confidential Information for purposes of this Agreement, and shall only use such Confidential Information to the extent required to perform their respective duties under this Agreement or to its professional advisors (provided they are subject to retaining the Confidential Information confidential as provided in this section), and will not otherwise use or disclose the Confidential Information to any other person. 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.

Section 8.2 Non-Confidential Information. The provisions of this Article 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 the Company and its business was available to Bank as a result of

15

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, representative 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. Except for such Clearing, Settlement and Sponsorship Services that Bank declines or is unable to perform hereunder, during the Term of this Agreement, Bank shall be the exclusive provider of the Clearing, Settlement and Sponsorship Services to Company; provided, however, that Company shall be permitted to establish additional BINs and to use such additional BINs to process the minimum amount of volume necessary to establish and maintain such additional BINs. Except as described on Exhibit 8.4 to this Agreement, during the Term of this Agreement, Bank shall provide the Clearing, Settlement and Sponsorship Services exclusively to Company and to no other person or entity. This section is not intended to limit the Bank from processing for its own account as long as it is otherwise consistent with its obligation not to compete with the Company. ****

ARTICLE IX

TERM AND TERMINATION

Section 9.1 Term. This Agreement shall become effective, without further action, as of the date first written above (the "*Effective Date*") and shall remain in effect for a period of ten (10) years and shall thereupon be automatically renewed for successive **** * terms unless either party notifies the other at least **** * prior to the expiration of the then current term that such party does not desire that the Agreement be renewed.

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 shall constitute an event of default ("*Event of Default*"). If such

16

Event of Default is not cured by the defaulting party within **** days (**** business days in the event of a failure of Company to fund the Company Settlement Account, the Company Operating Account and/or to otherwise pay amounts owing to Bank under this Agreement in excess of \$**** within the timeframes prescribed herein) after delivery of written notice describing the Event of Default, then the nondefaulting party shall be entitled at its sole election, to terminate this Agreement upon **** days written notice (**** business days in the event of a failure of Company to fund the Company Settlement Account, the Company Operating Account and/or to otherwise pay amounts owing to Bank under this Agreement in excess of \$**** within the timeframes prescribed herein) to the other party, except if otherwise agreed by the parties. To the extent that amounts outstanding are not paid according to the ordinary settlement procedures between the Company and Bank hereunder, then those amounts shall bear interest ****, which interest shall accrue during the period such amounts are outstanding and be due and payable in addition to the underlying principal amount, which such is repaid. Notwithstanding the foregoing, if the Event of Default requires earlier termination due to the Rules, then the nondefaulting party may terminate as required by the Rules, subject to reasonable documentation thereof. In the event of a termination due to 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, sells or otherwise transfers, alone, or as part of a larger transaction, the business units of Bank, or portions thereof, which provide the relevant services hereunder 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 (each, a "Termination Event"), 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 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) cure period unless otherwise required in writing by the Card Association.

17

Section 9.6 Change of Control. ****

Section 9.7 Survival of Certain Obligations. Expiration or earlier termination of this Agreement for any reason shall not terminate the obligations described in this Article 9 or in Articles 3, 6, 8(a), 8(b), 8(c) or 10 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. Termination or expiration of this Agreement shall not affect the rights and obligations of the parties for transactions entered into prior to termination. In the event of termination of this Agreement, the parties agree to cooperate to effect an orderly transition of Company's business to a new provider, such period not to exceed six (6) months. Any services provided during this period shall be subject to and in accordance with the terms of this Agreement. 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 Indemnification of Bank. In addition to the obligations of Company to indemnify Bank under other provisions of this Agreement, Company shall indemnify Bank and its directors, officers, employees and agents ("Bank Indemnified Parties") and hold each of them harmless from and against and defend against, any and all claims, damages, losses, penalties, fines, expenses, costs and/or liabilities (including attorneys' fees and court costs) ("Losses") that are caused by or result from Company's performance or failure to perform its obligations hereunder (****) or under any Sponsored Agreements, ****, and the breach of any representation or warranty made by Company herein, provided that Company shall have no such obligation to the extent such Losses were caused by or the result of ****. In addition, the indemnity obligations set forth herein shall not apply if such claim arises out of (i) ****, (ii) ****, or (iii) ****. Company's obligation to indemnify any Bank Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.

Section 10.2 Indemnification of Company.

In addition to the obligations of Bank to indemnify Company under other provisions of this Agreement, Bank shall indemnify Company and its directors, officers, employees and agents ("Company Indemnified Parties") and hold each of them harmless from and against and defend against, any and all Losses that are caused by or result from Bank's performance or failure to perform its obligations hereunder (****), and the breach of any representation or warranty made by Bank herein, provided that Bank shall have no such obligation to the extent such Losses were caused by or the result of the ****. In addition, the indemnity obligations set forth herein shall not apply if such claim arises out of (i) ****, (ii) ****, or (iii) ****. Bank's obligation to indemnify any Company Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.

18

Section 10.3 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 the indemnified party shall cooperate (at no additional cost to the indemnified party) in the settlement or defense of any such claim, demand, suit or proceeding.

Section 10.4 Limitation on Liability. Notwithstanding any provisions of this Agreement providing to the contrary, Bank's liability to Company, regardless of the form of action, shall be limited to ****, and in no event shall Bank be liable for (i) ****, or (ii) **** ****

Section 10.5 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 BANK 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 the Company:

Fifth Third Processing Solutions, LLC
c/o Advent International Corp.
75 State Street
Boston, MA 02109
Telephone: (617) 951-9400
Email: cpike@adventinternational.com
Attn: Chris Pike

19

With a copies to:
(which shall not
constitute notice)

Weil, Gotshal & Manges, LLP
100 Federal Street, 34th Floor
Boston, MA 02110
Telephone: (617) 772-8300
Facsimile: (617) 772-8333
Email: james.westra@weil.com
Email: marilyn.french@weil.com
Attn: James Westra; Marilyn French

Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263
Telephone: (513) 579-4300
Facsimile: (513) 534-7678
Email: paul.reynolds@53.com
Attn: Paul Reynolds

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Telephone: (212) 558-4000
Facsimile: (212) 291-9085
Facsimile: (212) 291-9065
Email: korrya@sullcrom.com
Email: gladina@sullcrom.com
Attn: Alexandra D. Korry; Andrew R. Gladin

If to the Bank:

Fifth Third Bank
38 Fountain Square Plaza
Cincinnati, OH 45263
Telephone: (513) 579-4300
Facsimile: (513) 534-7678
Email: paul.reynolds@53.com
Attn: Paul Reynolds

20

with copy to:

Sullivan & Cromwell LLP

(which shall not constitute notice)

125 Broad Street
New York, NY 10004
Telephone: (212) 558-4000
Facsimile: (212) 291-9085
Facsimile: (212) 291-9065
Email: korrya@sullcrom.com
Email: gladina@sullcrom.com
Attn: Alexandra D. Korry, Andrew R. Gladin

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 12.1(iii) shall be deemed to have been upon actual receipt if sent by overnight courier, and (c) Section 12.1(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; Subcontracting. 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. Without limiting Company's obligations hereunder, Company will not delegate, assign or otherwise arrange for the provision of all or part of the Services to be performed by an agent, contractor, supplier or vendor of Company ("*Subcontractor*") unless the Subcontractor meets the due diligence and related criteria of Company found on Exhibit 11.3 hereto (such process to be subject to audit by Bank), but if not meeting such criteria, then subject to the prior written consent of Bank, such consent not to be unreasonably withheld, conditioned or delayed. **** 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. Notwithstanding any such assignment, delegation or subcontract, assignor shall remain jointly and severally liable for all of its obligations under this Agreement which are so assigned, delegated or subcontracted. Notwithstanding any such assignment, delegation or subcontract, assignor shall remain jointly and severally liable for all of its obligations under this Agreement which are so assigned, delegated or subcontracted. Notwithstanding the foregoing, Bank may assign this Agreement, in part or in whole, to any of its affiliates without the consent of the Company, provided, further, that such affiliate must be capable of, and specifically agree in writing that it will be, performing the Bank Services and assuming Bank's obligations hereunder.

Section 11.4 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

21

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 11.5 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 11.6 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 11.7 Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 11.8 Conflicts. In the event of a conflict between the body of this Agreement and any other agreement or any Exhibit hereto, the body of this Agreement shall control; provided, that in the event that this Agreement and the MIA are deemed to conflict, the terms of the MIA shall control.

Section 11.9 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 11.10 Modification. This Agreement may not be amended or modified except in a written document signed by authorized officers of both parties. Notwithstanding any other provision in this Agreement, Company acknowledges that this Agreement shall be automatically modified to the minimum extent necessary to comply with any mandatory requirement(s) or mandatory duties imposed on Bank by Bank's auditors, state and/or federal regulators or the Card Associations if the Bank gives Company notice of such modifications as soon as practical, and to the extent Bank cannot comply with such requirements or duties, or cause them to be inapplicable to Bank, through other commercially reasonable means; provided that if such modification materially changes the benefits or obligations of Company under this Agreement, Company may terminate this Agreement by providing thirty (30) days written notice of such termination to Bank.

Section 11.11 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 the Agreement shall remain in full force and effect, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

Section 11.12 Force Majeure. 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

22

EXHIBIT A

CRITERIA

(attached hereto)

EXHIBIT B

FEES

THE FEES PAYABLE BY COMPANY TO BANK AS OF THE EFFECTIVE DATE ARE AS FOLLOWS:

USE OF BIN

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EXHIBIT 8.4

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EXHIBIT 11.3

CRITERIA

Third Party Service Provider Guidelines, dated June 19, 2008, included on Exhibit A
