

**RULES AND REGULATIONS
APPLICABLE TO ALL FIFTH THIRD
CONSUMER AND BUSINESS
BANKING ACCOUNTS AND CARDS**

May 2015



INTRODUCTION

Here at Fifth Third, we'd like to thank you for choosing to become a customer. We know that there are a lot of other choices out there, so we're going to do our best to prove that you made the right decision.

In this document, you'll find important information about your account requirements, benefits and fees and your rights and responsibilities as a customer. It, along with the terms of your signature card or application and account disclosures make up your account agreement.

The information in this document includes information applicable to Fifth Third consumer deposit accounts, card products and services associated with those products. It also includes information applicable to business banking deposit accounts, card products and services associated with those products. Fifth Third considers the account types listed on page 35 to be Business Banking deposit accounts. If you have other accounts for business purposes that aren't listed here, you should ask your banker for the information applicable to your account.

And of course, if you have any questions at all, call us or stop by any Fifth Third Banking Center.

TABLE OF CONTENTS

Consumer Accounts Fifth Third Pricing and Services at a Glance	2
Business Banking Accounts Fifth Third Pricing and Services at a Glance	5
Fees Applicable to Business Accounts	7
Definitions	8
Account Overdraft and Returned Items	11
Dormancy Rules and Fees	17
Cut off Times	17
Funds Availability Policy	18
Transfer Limitations	19
Savings Account Transaction Policies	20
Information About Account Transfers	20
Error Resolution	21
Electronic Fund Transfer	21
Electronic Banking	22
Wire Transfer	24
Auto Billpayer Terms and Conditions	25
Electronic Communication	30
Substitute Checks	30
Escheated Funds Retrieval	31
Commitment to the ADA	32
Business/Commercial Privacy Policy	32
Consumer Privacy Policy	33
Business Banking Account Types	36
Additional Fees Applicable to Business Accounts	37
Fees Applicable to Business Savings Accounts	39



FIFTH THIRD BANK

Consumer Accounts

Fifth Third Pricing and Services at a Glance

Simple. Straightforward. Transparent.

Account Opening and Usage	
Minimum Deposit Needed to Open Account	\$50
Checking: Monthly Service Charge	<p>eAccess: No monthly service charge.</p> <p>Essential Checking: \$11 or \$8 with monthly direct deposit of \$500 or more.</p> <p>Established Checking: \$15</p> <p>Enhanced Checking: \$20</p> <p>Preferred Checking: \$25</p>
Checking: Requirements to Waive Monthly Service Charge	<p>eAccess: No monthly service charge. Requires monthly direct deposit of \$500 or more, no paper statements and no checking writing.¹</p> <p>Essential Checking: Combined monthly average of \$1,500 across checking and savings, or a student; or a U.S. Military member or if you participate in Fifth Third Bank Membership Advantage with monthly direct deposit totaling \$500 or more.²</p> <p>Established Checking: Combined monthly average balance of \$5,000 across your deposit and investment* accounts, or spend at least \$500 per month on a Fifth Third credit card, or have an existing Fifth Third personal mortgage, auto loan, or line of credit with an outstanding balance; or you have a Business Premium or Business Elite Checking account and have completed a relationship consent form.³</p> <p>Enhanced Checking: Combined total balance of \$20,000 or more across your deposit and investment* accounts at least once per month.⁴</p> <p>Preferred Checking: Combined total balance of \$100,000 or more across your deposit and investment* accounts at least once per month.⁵</p>
Savings: Monthly Service Charge	<p>Goal Setter Savings: \$5</p> <p>Relationship Savings: \$5</p> <p>Relationship Money Market: \$5</p>
Savings: Requirements to Waive Monthly Service Charge	<p>No monthly service charge for any Fifth Third savings account if one of the following is met:</p> <ul style="list-style-type: none"> • You have a Fifth Third checking account (all owners of your savings account must also be listed as owners on the same Fifth Third Checking account) • You maintain an average monthly balance of \$500 or more • You are a minor, or someone under 18 is an owner of the account • You are enrolled in Fifth Third Military banking • Goal Setter Savings only: monthly service charge is waived for the first 6 months (185 days)
Interest Rate	Accounts Earning Interest: Enhanced Checking, Preferred Checking, and all Savings accounts. Please see rate sheet.
ATM Fees - Fifth Third	\$0 - No Charge to use Fifth Third ATMs.
Non Fifth Third ATM Transactions	\$2 for U.S. transactions and \$5 for International transactions. (Fees are waived for Military and Preferred checking accounts.)
International POS/ATM Transaction Fee	3% of transaction amount. ⁶
Currency Conversion Fee	0.20% of transaction amount. ⁶
Dormant Account Monthly Fee	\$5 per month (Fee will be assessed for no deposits or withdrawals for the period of 12 months for checking accounts and 36 months for savings accounts. Fee not assessed if balance is greater than \$2,500).

Overdraft Fees and Returned Payments

<p>Checking and Savings Account Overdraft/Returned Item Fee Per item overdraft/returned item fees are based on the number of overdraft/returned item occurrences in the past 12 months</p>	For the first occurrence, you will be charged \$25 per item. For any other occurrence, the cost is \$37 per item. No per item overdraft/returned item fees are charged when your account is overdrawn \$5 or less at the end of our business day. You will not be charged for more than 10 items per business day.
<p>Overdraft Protection Transfer If you are enrolled in Overdraft Protection, funds are moved automatically from one of your other Fifth Third Bank accounts.</p>	Overdraft Protection transfer fee: \$12 per transfer.
<p>Debit/ATM Overdraft Coverage Options With Overdraft Coverage, debits and payments may be made even if you do not have enough money in your account. * Overdraft Coverage for Checks and Automatic Debits comes standard with most checking accounts (per-item overdraft fees apply). * Overdraft Coverage for ATM transactions and Debit Card purchases is optional and requires enrollment.</p>	<p>When you opt-in to Overdraft Coverage (ATM/Debit Card), overdraft fees may apply to these transactions.</p> <p>When you choose not to opt-in to Overdraft Coverage (ATM/Debit Card), your card transactions are denied and no overdraft fees are applied to those transactions.</p>
<p>Charged Off Account</p>	\$30 per account

Other service fees

Account Information	
<p>ATM Mini Statement</p>	\$1.50 per request
<p>Copy of a Check or Statement Per Request (most recent 6-24 months available at 53.com with no charge)</p>	\$5 per copy
<p>Copy Of Check Images Mailed With Monthly Statement</p>	\$2 per month (Fee waived for Preferred and Private Bank Accounts)
Payment Information	
<p>Return Deposited Item Fee</p>	\$15 per item
<p>Stop Payment Fee</p>	\$33 per item
<p>Money Orders</p>	\$1.25 each
<p>Official Checks/Cashier Checks</p>	\$7 each (Fee waived for Enhanced, Preferred and Private Bank checking accounts)
<p>Wire Transfer (Incoming)</p>	\$15 each domestic and/or international wire transfer
<p>Wire Transfer (Outgoing)</p>	\$30 each domestic wire transfer; \$50 each foreign wire transfer sent in foreign currency; \$85 each foreign wire transfer sent in U.S. dollars. Exchange rates, and other bank fees and taxes may apply.
Debit Card Services	
<p>Gold Debit MasterCard®</p>	\$0 No Annual Fee
<p>World Debit™ MasterCard® Monthly Fee</p>	\$3.95 (Fee waived for Preferred accounts)
<p>Stand Up to Cancer Debit Card Fee</p>	\$10 Stand Up to Cancer will receive the annual fee associated with the Stand Up to Cancer debit card. No fee waiver.
<p>Card Replacement Fee</p>	\$10 Each
Other	
<p>Processing Fee For Garnishment, Attachment Or Levy</p>	\$80

Processing Policies

<p style="text-align: center;">Overdraft Calculation Order</p> <p>If there is not enough money in your account at the end of the day to cover all of your posted debits, then we consider transactions in this order.</p>	<p>Daily Balance From Prior Business Day</p> <p>(+) Add Credits</p> <p>(-) Deduct Posted Timestamped Debits (i.e. ATM, debit card purchases)</p> <p>(-) Deduct Posted Batch Debits (i.e. checks, Internet bill payment)</p> <p>(-) Deduct Fees and Service Charges (i.e. monthly service charge)</p> <p><i>Please see Overdraft Calculation Order section for more details.</i></p>
<p style="text-align: center;">Funds Availability Policy</p> <p>When funds deposited to your account are available</p>	<p>Cash, Electronic Direct Deposits & Wire Transfers - Same Business Day we receive the deposit.</p> <p>Check Deposit with Teller or Check/Cash Deposit at ATM prior to cut-off time - Up to \$100 of the total of your check deposits for the day will be available on the day we receive the deposit. Remaining funds will be available on the first Business Day after the day we receive your deposit.</p> <p>* In some situations we may notify you after your deposit is made that your funds will not be available for up to 8 business days. A Business Day is a non-holiday weekday. Funds received after certain cut-off times may be credited the next business day.</p> <p><i>Please see Cut-Off Times and Funds Availability Policy for Transaction Accounts section for more details.</i></p>
<p style="text-align: center;">Error Resolution</p> <p>Electronic transactions and to report lost/stolen cards or password, unauthorized transfers</p>	<p>Errors or Questions: PIN & ACH Transactions</p> <p>Phone: 800-972-3030</p> <p>Write: Disputes Resolution Department Madisonville Operations Center MD 1MOCBX Cincinnati, OH 45227</p> <p>Lost/Stolen Card/Password or Other Unauthorized Use</p> <p>Phone: 800-972-3030</p> <p>Write: Disputes Resolution Department Madisonville Operations Center MD 1MOCBX Cincinnati, OH 45227</p> <p>Signature Transactions</p> <p>Phone: 800-972-3030</p> <p>Write: Disputes Resolution Department Madisonville Operations Center MD 1MOCBX Cincinnati, OH 45227</p>

FEES APPLICABLE TO HEALTH SAVINGS ACCOUNTS (HSA)

Refer to the Health Savings Account (HSA) Fee Schedule provided at account enrollment for applicable fees.

Have Questions? Call: 1-800-972-3030, Click www.53.com
or visit your nearest Fifth Third Bank location.

1. You have 60 days from account opening to enroll in online statements. You cannot have 3 consecutive monthly statement periods containing check writing or no direct deposits. If any one of these requirements is not met, your account will be automatically converted to Fifth Third Essential Checking, which requires a minimum balance to avoid a monthly service charge. If your eAccess account is converted because of violation of the check writing or direct deposit requirements, you will not be able to change your account back to eAccess for 90 days. Fifth Third will look back 35 days from your statement cycle date to calculate your total direct deposits.

2. Fifth Third Essential Checking: To waive monthly service charges, only accounts with the same owners listed are included. To ensure your privacy all owners on a Fifth Third Essential checking account must also be listed together as owners on other checking and savings accounts to qualify toward the \$1,500 combined monthly average balance requirement. Fifth Third will look back 35 days from your statement cycle date to calculate your total monthly direct deposits.

3. Fifth Third Established Checking: To waive monthly service charges, only accounts with the same owners listed are considered. To ensure your privacy all owners on a Fifth Third Established Checking account must also be listed together as owners on other accounts to count toward the \$5,000 combined monthly average balance. Combined deposits and investments include any checking, savings, CDs, certain Investment Management, Custody, IRA, brokerage*, and annuity* accounts. All credit loans/lines are subject to credit review and approval. All owners on a Fifth Third Checking Account must also be listed together as owners of the loan. Overdraft lines of credit are excluded. \$500 monthly credit card spend is calculated by looking at all your Fifth Third Credit Card accounts and adding the total amount spent on any personal credit card statement(s) issued within the last 35 days. All owners of the Fifth Third Established checking account must also be owners or co-applicants or authorized users of the credit card.


4. Fifth Third Enhanced Checking: To waive monthly service charges, only accounts with the same owners listed are considered. To ensure your privacy, all owners on the Fifth Third Enhanced checking accounts must also be listed together as owners on other accounts to count toward the \$20,000 combined balance. Combined deposits and investments include any checking, savings, CDs, certain Investment Management, Custody, IRA, brokerage*, and annuity* accounts.

5. Fifth Third Preferred Checking: A combined account balance is considered to be the sum of all checking, savings, money market deposit accounts, bank and brokerage* IRAs, certificates of deposit, investment management accounts, annuities*, and brokerage* balances. One Fifth Third Preferred Checking account owners must be listed as an owner on the other accounts to count towards the \$100,000 combined balance. Fees apply for some products and services in the Fifth Third Preferred Banking Program.

6. See Debit Card Disclosure and Card Agreement.

Securities Disclosure: *Investments, variable annuities and brokerage accounts are offered through Fifth Third Securities, a wholly owned subsidiary of Fifth Third Bank. Fixed annuities are offered through Fifth Third Insurance Agency Inc., a wholly owned subsidiary of Fifth Third Bank.

Fifth Third Bank Provides access to investments and investment services through various subsidiaries, including Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a registered broker-dealer and registered investment advisor registered with the U.S. Securities and Exchange Commission (SEC). Registration does not imply a certain level of skill or training. Securities and investments offered through Fifth Third Securities, Inc. and insurance products: • Are Not FDIC Insured • Offer No Bank Guarantee • May Lose Value • Are Not Insured By Any Federal Government Agency • Are Not A Deposit. Insurance products made available through Fifth Third Insurance Agency, Inc.

Deposit and credit products provided by Fifth Third Bank, Member FDIC. The standard deposit insurance amount is \$250,000 per depositor. Please see www.fdic.gov for insurance coverage. Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp. Equal Housing Lender. 



Business Banking Accounts Fifth Third Pricing and Services at a Glance

The information in this chart applies only to these accounts: Business Standard, Business Premium and Business Elite.
For information on any other Business Banking Accounts, please ask a Fifth Third Representative for details.

Account Opening and Usage	
Minimum Deposit Needed to Open Account	\$50
Checking: Standard Monthly Service Charge	Business Standard Checking \$11 Business Premium Checking \$25 Business Elite Checking \$35
Checking: Requirements to Waive Standard Monthly Service Charge	Business Standard: You maintain a combined monthly average balance of \$3,500 across Fifth Third business checking, savings and CDs ¹ OR You spend at least \$500 per month across your Fifth Third business credit cards ² OR You have a personal Fifth Third Private Bank or Fifth Third Preferred checking account with a completed Relationship Consent form OR You are a charitable non-profit organization with a (501) © (3) tax status. Business Premium: You maintain a combined monthly average balance of \$10,000 across your Fifth Third business checking, savings and CDs ¹ OR You have Merchant Services ⁴ AND you spend at least \$500 per month across your Fifth Third business credit cards ² OR You have a Fifth Third Business Loan or Line of Credit ⁵ . Business Elite: You maintain a combined monthly average balance of \$25,000 across your Fifth Third business checking, savings and CDs ¹ OR You spend at least \$500 per month across your Fifth Third business credit cards ² PLUS have one of the following: Electronic Deposit Manager ⁶ OR Cash Management Essentials ⁷ OR You have a Fifth Third Business Loan or Line of Credit ⁵ .
Checking Cash Deposits per month	Business Standard: \$5,000 at no charge Business Premium: \$10,000 at no charge Business Elite: \$25,000 at no charge Excess cash deposits are charged \$0.30 per \$100.
Checking Transactions⁸ per month	Business Standard: 250 at no charge Business Premium: 450 at no charge Business Elite: 650 at no charge Excess transactions are charged \$0.50 per transaction.
Paper Statement Fee	\$3 per month. Fee is not charged if the average daily collected balance is greater than or equal to \$3,000
Interest Rate	Accounts Earning Interest: All Savings accounts. Please see rate sheet.
ATM Fees - Fifth Third	\$0 - No charge to use Fifth Third ATMs
ATM Fees - Non-Fifth Third	\$0 - No charge for U.S. transactions and \$5 for International transactions.
International POS/ATM Transaction Fee	3% of transaction amount. ⁹
Currency Conversion Fee	0.20% of transaction amount. ⁹
Dormant Account Monthly Fee	\$5 per month dormant (Assessed when no deposits or withdrawals are made during a period of 12 months for checking accounts. Fee not assessed if balance is greater than \$3,000.)
Account Closure Fee	\$50

Overdraft Fees and Returned Payments

Checking and Savings Account Overdraft/Returned Item Fee	\$37 per item for each occurrence. No per item overdraft/returned item fees are charged when your account is overdrawn by \$5 or less at the end of our business day. You will not be charged for more than 10 items per business day.
Overdraft Protection Transfer- if you are enrolled in Overdraft Protection, funds are moved automatically from one of your other Fifth Third Bank accounts.	Overdraft Protection transfer fee: \$12 per transfer.
Extended Overdraft Fee	A charge of \$8 per calendar day is assessed if an overdraft is not paid within five (5) business days. If an account is not brought current the daily overdraft fees will accrue as of the first calendar day of the overdraft occurrence up to a maximum of 20 calendar days.

Other service fees

Cash Services	Branch Cash Orders: 10 free orders per month, \$10 per order thereafter Branch Cash Coin (Rolls): 40 free per month, \$0.25 per roll thereafter Branch Cash Currency (Straps): 20 free per month, \$1.25 per strap thereafter
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Payment Information

Returned Deposited Item Fee	\$12.50 per item
Deposit Adjustment Fee	\$12 per adjustment
Stop Payment Fee	\$34
Wire Transfer (Incoming)	\$15.50 each domestic and/or international wire transfer
Wire Transfer (Outgoing)	\$30 each domestic wire transfer; \$50 each foreign wire transfer
Using Unavailable Funds	If the account has an average daily negative collected balance during the service charge cycle, the charge will be \$18 or 18% on the average daily negative collected balance amount, whichever is greater.

Debit Card Services

Business Debit MasterCard®	\$0 No charge
Card Replacement Fee	\$10 per card

Processing Policies

<p>Overdraft Calculation If there is not enough money in your account at the end of the day to cover all of your posted debits, then we consider transactions in this order.</p>	<p>Daily Balance From Prior Business Day (+) Add Credits</p> <p>(-) Deduct Posted Timestamped Debits (Oldest to most recent) (i.e. ATM, debit card purchases)</p> <p>(-) Deduct Posted Batch Debits (Largest amount to smallest amount) (i.e. checks, Internet bill payment)</p> <p>(-) Deduct Fees and Service Charges (Largest amount to smallest amount) (i.e. monthly service charge)</p> <p><i>Please see Overdraft Calculation Order section for more details.</i></p>
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Processing Policies *(continued)*

<p style="text-align: center;">Funds Availability Policy</p> <p>When funds deposited to your account are available</p>	<p>Cash, Electronic Direct Deposits & Wire Transfers – Same Business Day we receive the deposit.</p> <p>Check Deposit with Teller – The first \$200 from the deposit will be available on the first Business Day after the day of your deposit. The remaining funds will be available no later than the second Business Day after the day we receive your deposit.</p> <p>Check/Cash Deposit at ATM prior to cut-off time – The first \$100 from the deposit will be available on the day we receive the deposit. Remaining funds will be available on the first Business Day after the day we receive your deposit.</p> <ul style="list-style-type: none"> • In some situations we may notify you after your deposit is made that your funds will not be available for up to 8 Business Days. <p>A Business Day is a non-holiday weekday. Funds received after certain cut-off times may be credited the next business day.</p> <p><i>Please see Cut-Off Times and Funds Availability Policy for Transaction Accounts section for more details.</i></p>
<p style="text-align: center;">Error Resolution</p> <p>Electronic transactions and to report lost/stolen cards or password, unauthorized transfers</p>	<p>Errors or Questions:</p> <p>PIN & ACH Transactions Phone: 800-972-3030 Write: Disputes Resolution Department Madisonville Operations Center MD 1MOCBX Cincinnati, OH 45227</p> <p>Lost/Stolen Card/Password or Other Unauthorized Use Phone: 800-972-3030 Write: Disputes Resolution Department Madisonville Operations Center MD 1MOCBX Cincinnati, OH 45227</p> <p>Signature Transactions Phone: 800-972-3030 Write: Disputes Resolution Department Madisonville Operations Center MD 1MOCBX Cincinnati, OH 45227</p>

Have Questions? Call: 1-877-534-2264, click 53.com/businessbanking or visit your nearest Fifth Third Bank location.

All business checking accounts: Customers purchase checks. The standard deposit insurance amount is \$250,000 per depositor for each deposit insurance ownership category. Please see www.fdic.gov for insurance coverage.

¹ Any business checking account, savings account, or CD for the same entity may be considered for the combined monthly average balance earn out option to waive the business checking account standard monthly service charge. Ask a Fifth Third representative for details.

² Business credit cards are subject to credit review and approval. \$500 monthly credit card spend is calculated by looking at all of your Fifth Third Credit Card accounts and adding the total amount spent on any business credit card statement(s) issued within the last 35 days (excludes Professional Card). The business entity owning the Fifth Third Business Checking account must be the same business entity owning the Business credit cards. Ask a Fifth Third representative for details.

³ \$50.00 minimum deposit required to open a personal Fifth Third checking account.

⁴ Merchant Services are provided through Fifth Third Processing Solutions, a dba of Vantiv, LLC. Merchant Services disclosures: Merchant Services agreement required. Merchant Services processing fees vary. Ask a Fifth Third representative for details.

⁵ All business loans and lines of credit are subject to credit review and approval. Business Term Loans must have a balance during the checking statement cycle being evaluated. Business Lines of Credit or Revolving Line of Credit must have a balance or have been used during the checking statement cycle being evaluated. The business entity owning the Fifth Third Business Checking account must be the same business entity owning the Business Loan or Line of Credit. Ask a Fifth Third representative for details.

⁶ Electronic Deposit Manager activation requires customer to sign a Fifth Third Treasury Management agreement. Eligibility requirements apply. Ask a Fifth Third representative for details.

⁷ Cash Management Essentials activation requires customer to sign a Fifth Third Treasury Management agreement. ACH activation with Cash Management Essentials is subject to credit review and approval. Fees apply. Ask a Fifth Third Representative for details.

⁸ Transactions include: Checks paid, deposit tickets, checks deposited, and ACH credits and debits received.

⁹ See Business Debit Card Agreement.

ADDITIONAL FEES APPLICABLE TO BUSINESS ACCOUNTS

In addition to the applicable fees specified herein for Business Standard Checking, Business Premium Checking and Business Elite Checking, other fees apply – see page 37. For Business Banking Checking accounts other than Business Standard Checking, Business Premium Checking and Business Elite Checking, please ask a Fifth Third Representative for details. For Business Banking Savings accounts see page 39. Prices for all services are subject to change upon 30 days notice from Fifth Third Bank.

Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp. Fifth Third Bank, Member FDIC. Equal Housing Lender. 

RULES AND REGULATIONS APPLICABLE TO ALL FIFTH THIRD CONSUMER AND BUSINESS BANKING ACCOUNTS AND CARDS

1. Definitions:

- a. "Account Owner" is a natural person or legal entity in whose name the account is maintained on the Bank's records. A person who is designated by an Account Owner to act on that Account Owner's behalf is not an Account Owner, but has the authority of the Account Owner. The Account Owner will be bound by the acts of that representative. The word "Customer" means the same thing as "Account Owner." Account Owners that are legal entities, including but not limited to corporations, limited liability companies, partnerships, estates and trusts, are not natural persons, and can only act through designated representatives. In such cases, it is the legal entity that is the Account Owner.
- b. "Bank" shall mean any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns, with whom Customer has an account (as defined in UCC Article 9) or card.
- c. "Bank Affiliate" shall mean any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns.
- d. "Card" shall mean one or more plastic credit or debit cards or any other access device issued by Bank or Bank Affiliate for use in conjunction with a money dispensing machine, banking terminal, electronic funds transfer device, internet access product, line of credit account, or any credit or debit program at Bank or Bank Affiliate.
- e. "Obligation(s)" shall mean all loans, advances, indebtedness and each and every other obligation or liability of Customer owed to Bank and/or any Bank Affiliate, however created, of every kind and description whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease overdraft, agreement or otherwise, whether or not secured by additional collateral, whether originated with Bank or owed to others and acquired by Bank by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every obligation or liability arising under any loan document, any and all rate management obligations, letters of credit now or hereafter issued by Bank or any Bank Affiliate for the benefit of or at the request of Customer, all obligations to perform or forbear from performing acts, and agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications and restatements thereof, and all expenses and attorneys' fees incurred by Bank or any Bank Affiliate hereunder or any other document, instrument or agreement related to any of the foregoing, provided, however, any Excluded Swap Obligations are specifically excluded from the Obligations.
- f. "Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time and any successor statute.
- g. "Excluded Swap Obligation" means any Swap Obligation that arises from any guaranty or collateral pledge with respect to the Obligations that becomes impermissible under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of Guarantor's failure for any reason not to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the guaranty or collateral pledge becomes effective with respect to such related Swap Obligation.
- h. "Swap Obligation" means any Rate Management Obligation that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.
- i. "Rate Management Agreement" means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Customer and Bank or any Bank Affiliate, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

- j. "Rate Management Obligations" means any and all obligations of Customer to Bank or any Bank Affiliate, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Agreement.
2. All items for deposit or collection, though provisionally credited, are received or purchased subject to proof and collection. Until the proceeds thereof in money are actually received by Bank or until such items become final under applicable law, such items themselves can be returned and charged back to the account or subject to refund by Customer or the Bank may decline payment drawn on deposits. Bank acts only as Customer's collection agent and shall not be liable for any loss caused by the negligence or failure of its agents, correspondents, or other bank while the item is in their hands or in transit. Customer agrees that Bank can pursue collection of previously dishonored items and waives any time restriction on Bank's election to finally pay or revoke provisional credit for any item. Failure to enforce these rights by the Bank shall not be considered a waiver thereof.
3. In the event the ownership of an account or signing authority on an account is in dispute for any reason, including but not limited to a lost or destroyed signature card, the Bank reserves the right to take action, which may include, without limitation, institute legal proceedings to determine ownership of the account and/or to place a hold on the account until such time as the ownership/authority dispute is resolved. Where there is more than one Account Owner (such Account Owners are sometimes referred to as "Joint Customer" in this document), the account shall be deemed as owned as joint tenants with right of survivorship, not as tenancy by the entireties. All Customers agree to be jointly and severally liable to Bank for any deficit, regardless of which Customer caused such a deficit. Any Joint Customer may stop payment, close the account and withdraw all or a portion of the account balance or may authorize any other person to use the Account of the other Joint Customer for the purpose of making withdrawals or transfers from such Account. Any such use of the Account shall be deemed ratified and approved by each Joint Customer as if the withdrawal or transfer had been made personally by any of the Joint Customers. Each joint owner will be liable for any overdraft of any other joint owner whether or not receiving any benefit from the payment. Each Joint Customer intends and agrees that the account balance upon his death shall, subject to set off and any and all pledge or security agreements, be the property of the survivor, or if more than one survivor, the survivors shall remain as joint tenants with rights of survivorship between them. A payment to a Customer or the survivor shall be a valid and complete discharge of the Bank from any and all liability. However, upon receipt of notice of death or incompetence of a Customer, Bank may restrict or prohibit further withdrawals until Bank is satisfied that its obligations under law and this Agreement have been met. Payments to the survivor shall be subject to all applicable estate or inheritance laws. If a person is a joint owner of a Fifth Third Essential Checking account for students or other account along with a minor, all of the above rules regarding joint ownership apply to that person.
4. In the event of a conflict between Account Owners or individuals with signing authority or those purporting to have signing authority on the Account, the Bank reserves the right to take action, which may include, without limitation, placing a hold on the Account or instituting legal proceedings.
5. Withdrawals or deposits may be made by the Account Owner in person or by his duly authorized agent; or, in case of death or disability, by his legal representative; and in case of minors, as provided by law. Certain transactions (e.g. ATM deposits) may be restricted prior to account opening. An account is considered opened when the Account Owner has complied with all account opening requirements, including but not limited to, the minimum required funding of the account.
6. FDIC Insurance. The FDIC protects the depositors of insured Banks against the loss of their deposits due to a bank failure. The standard insurance amount is \$250,000 per depositor. Insurance coverage is dependent upon Account Ownership categories and subject to FDIC requirements.
- a. Sweep Arrangements. Federal law requires all insured depository institutions to provide the following disclosure to their customers regarding the effect that a sweep arrangement may have on FDIC insurance coverage. Sweep arrangements involving deposit - to - deposit transfers are insured by the FDIC, subject to FDIC requirements. Insurance coverage is dependent upon Account Ownership categories (e.g. single, joint, revocable trust). If there is a change in Account Ownership, the funds are aggregated with the deposit account balances of the new owner(s) and insured up to the maximum amount permitted by law. Funds swept via a sweep arrangement that transfers funds from an insured

deposit account to a non-deposit investment vehicle or account are not considered a deposit and are not insured by the FDIC. These funds will have general unsecured creditor status. Repurchase Agreement Sweep Accounts Only: Upon transfer of the funds, customers become a legal owner or obtain a perfected security interest in the identified assets. These funds have secured creditor status.

b. External Sweep Arrangements (i.e. funds swept outside the insured depository institution). Funds not swept to a source outside the institution prior to the applicable cut-off time will be treated as deposits of the depository institution and insured under the applicable FDIC insurance rules and limits.

7. Any Obligation may be charged to any deposit account in the name of Customer or in the name of any Joint Customer and Customer hereby grants to Bank a security interest in Customer's accounts with Bank and any accounts Customer has with any Bank Affiliate to secure the Obligations, regardless of the amount of contribution by any Customer to such account(s). Customer agrees that the security interest it has granted to Bank hereunder is consensual and is in addition to Bank's common law right of set off. Customer also grants Bank the right, on Bank's own behalf and on behalf of any Bank Affiliate, to set off against any and all funds in Customer's account to pay any Obligation owed by the Customer. Customer acknowledges that the Obligations that are secured by the Bank's security interest and set off rights granted hereby include all present and future Obligations owed by Customer to any Bank Affiliate. Customer agrees that Bank may act in accordance with instructions received from any such Bank Affiliate regarding disposition of any funds in Customer's accounts without any further consent or action by Customer. Bank may exercise its right of set off and its security interest without recourse to other collateral, if any, and even if such action causes Customer to lose interest, have transactions drawn on its account returned, incur an early withdrawal penalty or any other consequence. If Bank exercises its rights hereunder, Bank will notify Customer to the extent required by applicable law. Bank's right of set off and its security interest may not apply to Customer's account to the extent expressly prohibited by applicable law.

8. The Bank may refuse at any time to accept any deposit and it may, at any time, close the account of any Customer. If an account is closed before interest is credited, you will not receive any accrued interest. An account may be automatically closed if any withdrawal reduces the balance in the account to zero. You agree to pay any fees for the closure of your account in accordance with the Fifth Third Pricing and Services at a Glance section associated with your account and you are liable for any overdrawn amounts. Any checks presented for payment on your account after it is closed will be returned unpaid. The bank will not be liable for any item presented after an account has been closed.

9. The Bank specifically reserves the right to require seven (7) days written notice before funds deposited into savings accounts may be withdrawn.

10. Should the Bank be served with any legal process which affects the account, the Bank may without liability suspend payment on any account which it believes to be affected thereby until final determination of such legal proceeding or appropriate resolution of the legal proceeding, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of Account Owners, or other mistake. Should the Bank be served with garnishment in the name or names of any Joint Customer, each Customer agrees that Bank's remittance of any amounts constitutes an authorized withdrawal as provided herein. The Bank shall not be liable for any damages to Account Owner by reason thereof, providing the Bank shall have acted in good faith. Attachments, garnishments, levies and the like shall be subject to fees assessed by the Bank and to Bank's security interest and right of set off. Customer acknowledges and agrees that Bank may collect fees associated with the processing of these orders from Customer's account(s) for a period of up to six months.

11. These Rules and Regulations, as well as the fees and charges associated with your account(s) may be altered or amended at any time by the Bank and as altered or amended shall be binding on all Customers. The current version of these Rules and Regulations is available at 53.com or in any Fifth Third banking center.

12. Inactive accounts are subject to escheatment to the State Treasury. Please see the Escheated Funds Retrieval Section for details.

13. ACCOUNT OVERDRAFT AND RETURNED ITEMS

Managing your Account

You can avoid overdraft situations by always making sure you have sufficient funds in your account to cover all of the debits (-) you make. We have services available to help you keep track of your account balance and the money you have spent.

These include:

- Logging on to www.53.com
- Using the mobile App
- Text or email alerts
- A Fifth Third ATM
- Calling 1-800-972-3030
- Visiting a banking center

We also offer several options that may help you manage times when you are facing an overdraft situation. These options include Overdraft Protection and, for consumer accounts, Overdraft Coverage for ATM and one time debit card transactions. You can get more information on these options by calling 1-800-972-3030, going into a branch or visiting www.53.com.

DAILY OVERDRAFT CALCULATION. In this section, we describe how we apply credits (+) and debits (-) to your account for the purposes of calculating whether your account is overdrawn and fees will be assessed.

Credits and Debits - Credits (+) are deposits or transfers of funds into your account. Examples of these may include:

- Checks and cash deposited into your account
- Transfers into your account such as direct deposits (ACH) and wire transfers into your account
- Online/telephone/Mobile transfers into your account
- Refunds

Debits (-) are withdrawals or transfers of funds from your account. Examples of these may include:

- ATM withdrawals
- Debit card purchases
- Online/telephone/Mobile transfers
- Transfers such as online/automatic bill payments (ACH) and wire transfers
- Checks written from your account
- Fees and service charges

How credit and debit information is received. Credits (+) and debits (-) can be initiated with us or a third party. Examples of credits (+) and debits (-) that you can initiate with us include:

- Withdrawals from a Fifth Third ATM
- Transfers between Fifth Third accounts done through Internet Banking, phone or at a Fifth Third banking center

Examples of credits (+) and debits (-) that can be initiated with a third party include:

- Checks you write that are presented to other banks
- Transactions with merchants where you have used your debit card
- Transactions at a non-Fifth Third ATM.

How we process credits and debits - Whether a debit (-) or credit (+) will be applied to your account on a particular day is affected primarily by whether the credit (+) or debit (-) was initiated with us or a third party.

Credits (+) and debits (-) that you initiate with us are subject to cut-off times. Cut off times allow a bank to process and validate transactions. Credits (+) and debits (-) that are initiated before a cut off time on a business day are applied to your account that day, however credits (+) are subject to Funds Availability limitations. Credit (+) cutoff times can be found in the Funds Availability Policy for Transaction Accounts Section. Debit (-) cutoff times can be found in the Account Cut-off Times Section. Transactions initiated after a cut off time on a business day are posted to your account the next business day.

Our ability to process credits (+) and debits (-) that are initiated with third parties is dependent on when the third party sends information about the credit (+) or debit (-) to us. We do not control the timing by which they provide this information to us. In addition, receipt of the information may be impacted by circumstances beyond our

control, such as disruptions in network processing or processing delays by a third party intermediary. We generally apply credits (+) and debits (-) to your account on the first business day they are presented to us from a third party. Credits (+) are subject to Funds Availability limitations.

Overdraft Calculation Order. If there is not enough money in your account at the end of the day to cover all of your posted debits (-), then we consider transactions in the following order:

Overdraft Calculation Order

Is your account overdrawn? Which payments can be covered?

Starting Balance	Start with ending Daily Balance from the prior business day. This can be found on Internet banking at www.53.com , by reviewing your periodic statement or by calling 1-800-972-3030.	
1. Add in Credits (+)	<p>Examples of credits (+) may include:</p> <ul style="list-style-type: none"> • Posted deposits, including direct deposit of your paycheck • Funds available from Pending Deposits (such as ATM deposits and Mobile deposits) • Transfers into the account such as ACH and wire transfers • Online/telephone transfers into the account • Refunds • Returned items 	
2. Deduct posted Timestamped Debits (-)	<p>Examples of Posted Timestamps Debits (-) may include:</p> <ul style="list-style-type: none"> • Posted ATM Withdrawals • Posted Debit Card Purchases • Posted online/telephone transfers to another Fifth Third Account 	Oldest to Most Recent
3. Deduct posted Batch Debits (-)	<p>Examples of Deduct posted Batch Debits (-) may include:</p> <ul style="list-style-type: none"> • Posted Checks written • Posted online/telephone transfers to a non-Fifth Third account • Posted Internet Banking bill payments • Posted outgoing ACH transfers (automatic bill payments) • Posted outgoing wire transfers 	Largest Amount to Smallest Amount
4. Deduct Fees and Service Charges	Deduct Fifth Third account fees and service charges on your account	Largest Amount to Smallest Amount

TERMS TO UNDERSTAND

Timestamped Debits (-) generally are debits (-) that are authorized at the time of use (for example, at the time you use your debit card for a purchase at a store or for a withdrawal from an ATM) and are later presented to us for payment. Timestamped Debits (-) are authorized and cannot be returned. Because of this, we pay these items first, in the order they were authorized. Timestamped debits appear in your account as pending items until they are posted.

Batch Debits (-) generally are debits (-) that are not preauthorized by us. Batch debits do not include a timestamp, and if you do not have enough money in your account, can often be returned by us to the sender, unpaid.

Pending status is when a debit (-) has been authorized but has not been posted to your account. A common example of this is using a debit card to make a purchase. When your debit card is used at the point of purchase, the debit (-) is authorized and in pending status. When the debit (-) is presented to us for payment, the debit (-) is posted (see below). Typically, debits (-) made with your debit card using a PIN are posted to your account on the same date the transaction is made. Some transactions made with your debit card without using a PIN can take additional business days to post. In some cases, the amount of the pending debit (-) may not match the actual amount of the final debit (-). For example, transactions with some merchants (including gas stations and restaurants) may involve an initial hold for a dollar amount that could be higher or lower than the final debit (-). In addition, some transactions with some merchants (such as hotels and car rental companies) will not be debited from your available balance at the time of authorization.

Posting is when a credit (+) or debit (-) is presented to us and applied to your account.

ADDITIONAL OVERDRAFT INFORMATION AND FEES. We may assess a fee for overdrafts created by checks, in-person withdrawals, ATM withdrawals, debit card transactions, or other debits. We may assess an overdraft / returned item fee whether we pay or return a debit (-). See the applicable Fifth Third Pricing and Services at a Glance section for information on the fees.

If there is not enough money in your account at the end of the day to cover all of your batch debits (-), we may choose to pay any or all of the batch debits (-) or return any or all of the batch debits (-) unpaid.

For debits (-) which require approval at the time of the transaction, such as debit card purchases, we may authorize or decline the debit (-) if the transaction would overdraw your account. Even if we authorize a debit card item, you may still be assessed an overdraft fee if your account does not have sufficient funds to pay the debit (-) when it is actually presented for payment and posts to your account.

These are the ways a debit (-) may be handled when there is not enough money in your account:

- If you choose to enroll, Overdraft Protection may be used to pay the debit (-) (using funds from another Fifth Third account)
- Overdraft Coverage may be applied by the Bank, at the Bank's discretion, to pay the debit (-) (resulting in a negative balance in your account)
- Your debit (-) may be returned unpaid

If you are charged overdraft / returned item fees, the fees will be an additional debit (-) to your account and will further increase the negative balance in your account if a deposit is not made on time. For consumer accounts, we will not assess a per item overdraft fee for ATM and one-time debit card items unless you have accepted Overdraft Coverage on your account for these transactions.

You are Responsible for Overdrawn Accounts. As a Fifth Third customer, you agree to immediately pay to us the amount of any overdraft, plus any related fees. Our payment of a debit (-) when there is not enough money in your account is not an application for credit. You also acknowledge that the amount of deficiency, whether due to the amount of the overdraft or any fees assessed, is immediately due and payable without further demand.

14. APPLICABLE TO OVERDRAFT PROTECTION

With Overdraft Protection, money to cover the overdraft is transferred from another Fifth Third account - Savings, Checking, Credit Card (also known as Ready Reserve Overdraft Protection) or Line of Credit - previously selected by the customer by notifying Fifth Third Bank ("Linked Account"). There is an overdraft protection fee only when a transfer has been made. See the Pricing and Services at a Glance section for transfer fee information.

If you have both Overdraft Protection and Overdraft Coverage, Overdraft Protection will be used first to cover funds needed for the transaction. If there is still a shortage of funds then Overdraft Coverage will be used to determine if the transaction will be approved and overdraft / returned item fees may apply.

You must have sufficient funds in your Linked Account to cover the overdraft item(s) plus the overdraft protection transfer fee. If you do not have sufficient funds, money will not be transferred, no overdraft transfer fee is charged, and your account may be overdrawn or payments returned as a result.

For all Overdraft Protection transfers, if there are not sufficient funds available in your Linked Account to cover the full negative balance plus the overdraft protection transfer fee amount, we will attempt to transfer enough to cover at least one item plus the overdraft protection transfer fee amount - starting with the last debit considered in the Overdraft Calculation Order.

If there are sufficient funds to cover the full amount or at least one item, transfers from a Savings or Checking account will always be the exact amount needed. Transfers from a Credit Card will be exact amount needed unless that amount is less than \$50 and you have at least \$50 available to transfer, in which case \$50 is transferred. Transfers from Line of Credit will be the exact amount needed unless that amount is less than \$100 and you have at least \$100 available to transfer, in which case \$100 is transferred.

The amount of sufficient funds differs by type of Overdraft Protection account.

Sufficient funds from a savings or checking account is determined by the available balance. Sufficient funds from a Line of Credit is determined by the available credit limit on the account. Sufficient funds from a Credit Card is a variable amount determined by a combination of available credit limit, cash advance limit and other risk factors.

There may be limits on the types of accounts that can be linked to any account for Overdraft Protection transfers.

The maximum amount of a transfer from a Credit Card is \$32,767.00. The maximum amount of a transfer from a Savings or Checking account or a Line of Credit is \$99,999.99. If the linked account is closed, your Overdraft Protection will be cancelled.

15. Accounts and Cards are not transferable except as otherwise agreed in writing. Assignments and encumbrances for other than indebtedness owing to the Bank must be consented to by Bank after receipt of written notice from the depositor.

16. Trust Account: When the signature card indicates that the account is a "Trust" account, the Trust shall be the Account Owner and the Trustee(s) shall be the account signator. The Trustee(s) shall be responsible for all transactions performed on the account. In the case of a Trustee's death or resignation, the Successor Trustee(s) appointed by the Trust or by court order shall become the Trustee(s). Unless the Trust expressly provides otherwise, all Trust accounts shall be revocable by the Grantor thereof during his or her life.

17. Payable on Death Accounts: If your account type permits a payable on death beneficiary or custodian designation, this paragraph applies. When the signature card designates the beneficiary to receive the account funds upon the death of the Customer, it supersedes and revokes any previous appointment of any other Beneficiary. Customer may withdraw all or any portion of the account balance during his lifetime and Customer retains the right to revoke the designation of any Beneficiary. Bank has the right to deal with the Customer as if a Beneficiary was not named. The amount on deposit in this account at the death of the Customer shall belong and be paid to the Beneficiary, if the Beneficiary survives the Customer, subject to the provisions of this Agreement, the rules of Bank and applicable laws. Payment to the Beneficiary after the death of the Customer shall be a valid and full release and complete discharge of the Bank from any and all liability and shall be binding upon the heirs, executors, administrators and assigns of Customer. Bank reserves the right to require satisfactory proof of death of the Customer and survival of the Beneficiary.

Custodian Account: When the signature card indicates the account is a "Custodian Account," it is one opened for the purpose of making a gift to a minor under the Uniform Transfer to Minors Act. The Account Owner shall be the donor and the custodian for the minor named on the face of the signature card. The custodian shall have all the powers and duties provided by law, including power to withdraw, with or without court order. Minor, as used here, is determined by age, according to applicable state law. For the purposes of the Uniform Transfers to Minors Act, the term minor, determined by applicable state law, as amended from time to time, means under the age of 21 in Florida, Illinois, Indiana, Missouri, Ohio, Pennsylvania, Tennessee, Georgia, North Carolina and West Virginia and under the age of 18 in Kentucky and Michigan.

18. Subaccounting for Checking Accounts. Each checking account will consist of a checking subaccount and a non interest bearing savings subaccount. Checks, debits and other items presented for payment will be posted to the checking subaccount. Bank may transfer funds between these subaccounts from time to time as follows. Bank may establish a threshold balance for your checking subaccount by reviewing the master account historic activity to determine the amount not routinely needed to pay debits ("threshold balance"). If the balance in your checking subaccount during any calendar month exceeds this threshold balance, Bank may transfer the excess funds to the savings subaccount. Bank may also sweep the entire balance of your checking subaccount into the savings subaccount during the weekend when no items will post to your account.

If the balance in your checking subaccount falls below the threshold balance during any calendar month, we will transfer funds to your checking subaccount from your savings subaccount sufficient to restore the checking subaccount to the threshold balance. Bank may not make more than six transfers out of the savings subaccount during any calendar month. If a sixth transfer is necessary, all funds in the savings subaccount will be transferred to the checking subaccount for the remainder of the calendar month. In that event, at the end of the calendar month,

Bank will transfer funds in excess of the threshold balance from the checking subaccount to the savings subaccount. Because the savings subaccount is used for internal purposes only, you cannot access it directly. Bank's transfers of funds into and out of the savings subaccount will be the only transactions on the savings subaccount. Transfers between subaccounts will not appear on your statement and will not be subject to any fees. The combined balances of both subaccounts will be used to determine the balance of your account for any minimum balance requirement or any other reason that a balance is considered. Interest-bearing checking accounts only: The subaccounts will not affect your use of your interest-bearing checking account, funds availability, or the interest paid on your account. The interest rate that applies to your interest-bearing checking account will apply to both subaccounts.

19. If a deposited item is returned unpaid, and resubmitted for payment, the Bank reserves the right to charge a representation fee.

20. When a deposited item is returned unpaid and charged back to your account, the Bank reserves the right to charge a returned item fee. If an item is returned as a counterfeit item, altered item, or for any other reason, Customer acknowledges and agrees that they will be liable to the Bank for any loss suffered by Bank, regardless of any confirmation of availability of funds done by Bank.

21. When a deposit item is returned unpaid, Customer will, at Fifth Third's discretion, get an image or other record of the item that will be sufficient for you to protect your rights against the maker.

22. A fee may be charged for any stop payment order. A stop payment order will be accepted only if sufficient information is given at the same time of request to reasonably allow Bank to honor the request. The Bank will honor only the exact information given us; otherwise, the Bank is not responsible. A stop payment is effective for six months. Stop payment orders will not be effective until the Bank has recorded the information on your account and has had sufficient time to enforce the order. If Bank recredits the account after payment over a verbal and timely stop payment order, Customer agrees to transfer all rights against payee or other holder of the item to Bank and will assist Bank in legal action taken against such person. Customer agrees that Bank will not be obligated to recredit the account if customer received anything of value for the check. Computer generated checks without MICR line cannot be stopped.

23. The Bank assumes no liability for the payment of a postdated check, unless notice of such post-dated check is given to the Bank in the form of a stop payment request as described above. If sufficient notice is received, the request will be treated as a stop payment request in accordance with the above stop payment provisions for all purposes including its effective period. It is the customer's obligation to remove a stop payment order for a post-dated item once the item is no longer post-dated.

24. The Bank will not be liable for any damages whatsoever if the Bank acted in good faith.

25. Bank is under no obligation to honor a check presented more than six months after date of issuance, but may charge Customer's account for payment made thereafter in good faith.

26. Customer agrees that Bank can disregard any information on an item other than MICR encoded data, amount, signature of drawer and identity of payee.

27. Customer authorizes Bank to honor any items bearing Customer's account number if Customer has disclosed that account number to the payee or any representative, affiliate, or party associated with the payee, whether or not the item is signed by the Customer. Customer further agrees that Bank may presume that authorization was obtained by the issuer of the item. For example, if Customer voluntarily gives information about their account (such as the routing number and account number) to a party who is seeking to sell Customer goods or services, and Customer does not physically deliver a check to the party, any debit to the account initiated by the party to whom you gave the information is deemed authorized. Customer is responsible for all properly payable items.

28. Customer agrees to carefully examine and reconcile account statements and that statements may be mailed or made available to the last known address as carried on the records of Bank or made available to Customer via other means, i.e. Internet banking. Customer agrees that Bank will not be liable if Customer fails to exercise ordinary care in examining their statements. Customer will notify Bank of any discrepancy with any item, including, but not limited to, deposits, withdrawals, and checks, within thirty (30) days of the statement mailing or made available to customer date. Customer will also notify Bank of any forgery or alteration of any item within thirty (30) days of the statement mailing or made available to customer date. If notification is not received, Bank will have no liability for such item(s). Customer also agrees that Bank will have no liability if the item is forged, altered or counterfeited in such a manner that the fraud could not be detected by a reasonable person. Customer assumes all liability for unauthorized signatures produced by a facsimile signature device or stamp.

29. Cancelled checks will not be provided in account statements but reproductions will be available upon Customer's request. Fees may apply. This occurrence will not extend the time within which Customer must notify Bank of irregularities shown on their account statement.

30. Original deposit account documents will not be provided in account statements, but reproductions will be available upon Customer's request. Fees may apply. This occurrence will not extend the time within which Customer

must notify Bank of irregularities shown on their account statement.

31. If the Bank incurs any expenses, including administrative costs and reasonable attorney fees, in responding to an attachment, garnishment or other levy that is not otherwise reimbursed, the Bank may charge such expenses to Customer account without prior notice to Customer. Any garnishment or other levy against Customer's account is subject to the Bank's right of setoff and security interest.

32. Customer agrees that except where a shorter time is permitted by law, regulation, or agreement, Bank is not required to retain records of any transaction for more than six (6) years [seven (7) years for Michigan residents] and customer releases Bank from any liability therefore on Customer's behalf, as well as Customer's heirs, assigns and personal representatives.

33. Customer agrees Bank may charge a fee to anyone presenting an item for payment from Customer's account if such person does not have an account with Bank.

34. If Bank cannot locate an item in the collection process and Customer suffers a loss, Bank will be liable up to the amount of the item only.

35. If the account becomes involved in any dispute or legal proceedings, including but not limited to, disputes or proceedings which are challenging the ownership or custody of the account, the use of the account may be restricted. In the event that we are brought into or must initiate any legal proceedings in regard to the account, including but not limited to the collection of overdrafts, you agree to reimburse us, to the extent allowed by law, for any attorneys' fees which we may incur. We may also, at our option, pay the funds to the clerk of an appropriate court, so that the court may decide who owns or controls the money. If we do so, we will ask the court to award our attorneys' fees to us from the account. You agree to waive your right to a trial by jury in any legal proceeding concerning the account and agree that the proper venue for any such legal proceedings shall be the forum where we are located.

36. Bank may, in its sole discretion, limit or refuse to honor a request for a split deposit at any time.

37. Personal or consumer account types should not be utilized for business transactions. Bank reserves the right to close personal consumer deposit accounts used to process business transactions. Bank may, in its sole discretion, refuse to honor items presented that are payable to a corporation accompanied by a request to cash the item or deposit the item into an individual account.

38. The Bank is not required to provide next day notice of an ACH item credited to a customer's account. Customer will be notified via periodic customer statements. If you have questions on an ACH credit, you can call 1-800-972-3030.

39. Customer understands and agrees that Bank will not accept a substitute check that was created by a person or entity other than a bank, which has not yet been transferred by a bank, unless otherwise agreed to by Bank under separate written agreement.

40. Bank may at its sole discretion, with prior notice to Customer (if required), change a Customer's account type.

41. English Document Controlling - Any translation of this Agreement is provided only for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. The English version is the document that will govern the relationship between you and the Bank.

42. Unlawful Internet Gambling Enforcement Act Notification

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

Unlawful Internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made.

43. As with all financial transactions, discretion should be applied when using an ATM or night deposit facility. For your safety, you should always remain alert and be cognizant of your surroundings, particularly during hours of darkness. Remember to keep your Personal Identification Number ("PIN") confidential, and refrain from displaying cash that you withdraw. If you are ever confronted with suspicious activity when engaging in an ATM transaction, you should stop your transaction and use another ATM machine or conduct your transaction at another time.

Also, you should immediately report this occurrence, as well as any crime that you may observe, to your local police department or to the operator of the ATM. Additionally, if you observe that an ATM's lights have gone out or other safety precautions are not in place, please report this to the operator of the ATM.

44. Bank may re-open a closed account for any reason, including without limitation, to post items drawn on the account presented for payment, returned items or fees.

45. If the Bank reasonably suspects fraud of any type relating either directly or indirectly to an Account(s), the Bank may take action, which may include, without limitation, placing a hold on the Account(s) in order to conduct an investigation or

allow law enforcement to conduct an investigation. The Bank shall not be liable for its actions pursuant to this Section. This Paragraph does not imply that the Bank has an obligation to monitor Accounts or transactions.

46. Please note if you provide a check to a non-customer [an individual that does not have a depository account with Fifth Third Bank], that individual may be charged a fee to cash the check at our banking centers.

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

DORMANCY RULES AND FEES

An account becomes dormant after a period of inactivity of 12 months for a checking account and 36 months for a savings account. Inactivity means there has been no deposit into or withdrawal from the account. See the Fifth Third Pricing and Services at a Glance sections contained herein or please ask a Fifth Third representative for the fees associated with dormant accounts. Bank reserves the right to close an account if there is a zero balance and no activity for a period of time.

CUT-OFF TIMES

Cut-off times apply to Business Days

	Credits(+)	Debits (-)	Transfers between Fifth Third Bank Deposit Account	Transfers From a Fifth Third Bank Deposit Account to a Fifth Third loan, which may include credit cards, mortgages, car loans and equity lines.
Transactions done at a Fifth Third Bank Banking Center	Banking Center Closing Time	Banking Center Closing Time	The earlier of the Banking closing time, or 9 PM Eastern Time	The earlier of the Banking Center closing Time or 7 PM Eastern Time
Transactions done at a Fifth Third ATM	7 PM Eastern Time	7 PM Eastern Time	7 PM Eastern Time	7 PM Eastern Time
Internet Banking	Not Applicable	Not Applicable	9 PM Eastern Time **Note that transfers to or from a non-Fifth Third deposit account made via Internet Banking may be subject to different cut-off times which are disclosed to you in Internet Banking.	7 PM Eastern Time
Mobile Banking	8 PM Eastern Time For customers with Mobile Deposit	Not Applicable	9 PM Eastern Time	7 PM Eastern Time
Automated Telephone Customer Service Line	Not Applicable	Not Applicable	9 PM Eastern Time	7 PM Eastern Time
PIN-based Debit Card Purchases	7 PM Eastern Time for both PIN based Purchases and refunds			
Wire Transfers	See Banking Center for applicable cut-off times			

For questions or additional information, please call us at 1-800-972-3030

FUNDS AVAILABILITY POLICY FOR TRANSACTION ACCOUNTS

Fifth Third Bank is continually working to improve the collection of checks and the availability of funds for withdrawal. The Expedited Funds Availability Act, gives the Federal Reserve Board powers to expedite the collection and return of checks. Fifth Third Bank is required to notify you of the details of this regulation which affects the availability of funds deposited to your checking account.

For deposits made on Saturday, Sunday or a Federal Holiday, the day of your deposit is the next business day. "Business Day" is defined as Monday through Friday, excluding the Federal Holiday or as otherwise posted in the Banking Center.

If you make a deposit at any banking center on a business day that the banking center is open and prior to closing, we will consider that day to be the day of deposit. However, if you make a deposit on a day that we are not open or after the banking center is closed, we will consider that the deposit was made on the next business day that we are open. Contact your local banking center or www.53.com for additional information on your banking center's hours of business. Funds received after certain cut-off times for certain channels and products may be credited as of the next business day. The earliest cut-off time for funds transferred to your checking account using Internet or Mobile Banking is 9:00 PM EST. To determine if later cut-off times are available, please contact your local banking center.

The "day of deposit" for deposits made at an Automated Teller Machine (ATM) at or after 7:00 PM Eastern Time (or 2 PM Local Time for accounts opened in Ohio Valley, Northern Michigan, Central Indiana, Western Kentucky (Louisville), Northeast Ohio and Southern Indiana) is the next business day.

Funds from cash, wire transfers and electronic direct deposits to your account will be available on the day we receive the deposit.

The types of deposits available on the first business day after the day your deposit is received by a Fifth Third Bank employee are:

- U.S. Treasury checks that are payable to you,
- Federal Reserve Bank checks that are payable to you,
- Federal Home Loan Bank checks that are payable to you,
- Postal money orders that are payable to you.
- State and local government checks *
- Cashier's and certified checks *

* Business/Commercial Accounts. A special deposit slip must be obtained from a Fifth Third Bank customer service representative in order to process these types of deposits for next day availability, provided the item(s) are payable to you and deposited into your account.

If you do not make your deposit of the items listed above in person to a Fifth Third Bank employee (for example if you mail the deposit), funds will be available no later than the second business day after the day your deposit is received.

If you present an item to be cashed, Bank may place a hold on a corresponding amount of available funds in your account for the same amount of time the funds would not have been available had the item been deposited into your account.

AVAILABILITY OF OTHER CHECK DEPOSITS

The availability of other check deposits depends on whether the deposit is made to a consumer or business/commercial account. The availability of funds, in most cases, is as follows:

1. Consumer Accounts. Up to \$100 of the total of your check deposits for the day made in any manner (including branch, ATM, etc.) will be immediately available to you on the day we receive the deposit. The remaining funds will be available on the first business day after the day we receive the deposit. For example, if you deposit a check on \$700 on Monday prior to the cut off time, \$100 of the deposit will be available on Monday. The remaining \$600 will be available on Tuesday.

2. Business/Commercial Accounts. Up to \$200 of the total of your check deposits for the day made in any manner (including branch, ATM, etc.) will be available to you on the first business day after the day we receive your deposit. The remaining funds will be available no later than the second business day after the day we receive your deposit.

DEPOSITS MADE AT AUTOMATED TELLER MACHINES (ATMS)

Deposits, including deposits made from a transfer between accounts, made before 7:00 PM Eastern Time on a regular business day at a Fifth Third Bank ATM will be treated as deposited that day. Deposits made at and after 7:00 PM Eastern Time on a regular business day or on a non-business day at a Fifth Third Bank ATM, will be treated as deposited on the next business day. You will receive the first \$100 from ATM non-cash deposits received after 2:00 PM EST, but before 7:00 PM EST, on the day we receive the deposit. Cash deposits received before 9 PM EST into an ATM with image capabilities, where the deposit does not require an envelope or deposit slip, will be available on the day we receive the deposit. Deposits made at a non Fifth Third Bank ATM will be treated as deposited when received and credited by your Bank. Any item deposited through an ATM may not, at the discretion of the Bank, be considered a deposit until it is accepted by the Bank. Acceptance will occur when the Bank places the item in the collection process. An unprocessable item, including but not limited to

unendorsed items, non-processable items, etc, will not be considered a deposit. Deposits at an ATM may not be permitted prior to account opening. In all other respects, ATM deposits will be accorded the availability described herein for the type of items deposited. ATM deposits are limited to \$50,000 for Fifth Third ATMs and \$10,000 for all non-Fifth Third ATMs.

EXTRAORDINARY CIRCUMSTANCES

In some cases, funds that you deposit by check will not be available according to the schedule defined herein.

If all the funds from your non-ATM/Mobile deposit will not be available according to the scenarios described herein, a customer service representative will notify you when your funds will be available at the time you make your deposit. If we decide to take this action after you leave the premises, we will mail you notice of when the funds will be available by the business day after we receive your deposit or the business day following the day the facts upon which a determination to hold your funds become known to the Bank.

If your deposit is not made directly to a bank employee, and if we decide to take this action, we will mail you notice when the funds will be available by the business day after we receive your deposit or the business day following the day the facts upon which a determination to hold your funds becomes known to the Bank.

If you want to be sure when a particular deposit will be available for withdrawal, you should ask us when the funds will be available. It's important to know that, even though your account may show available funds, the check you deposited may not be authentic or may not have cleared the bank it was drawn on.

Extraordinary circumstances, which may delay the availability of funds deposited for a longer period include, but are not limited to:

- Reason to believe the check deposited will not be paid.
- Checks totaling more than \$5,000 that are deposited on the same day.
- A check is redeposited that has been returned unpaid.
- The deposit account has been repeatedly overdrawn in the last six months.
- An emergency, such as failure of communications or computer equipment, occurs.
- An operational issue has occurred, such as failure of an ATM owning financial institution to timely balance or reconcile the ATM and/or the ATM deposits.

Availability of funds will generally be no later than the seventh business day after the day of your deposit.

THE FOLLOWING APPLIES TO NEW ACCOUNTS DURING THE FIRST 30 DAYS

An account is considered a new account during the first 30 calendar days after an account is established. An account is not considered a new account if Customer has had, within 30 calendar days before the account is established, another transaction account at Bank for at least 30 calendar days.

Funds from deposits of cash and the day's total deposits of cashier's, certified, traveler's, U.S. Treasury checks, U.S. Postal money orders, Federal Reserve Bank checks, Federal Home Loan checks and state and local government checks will be available on the first business day after the day your deposit is received by the Bank provided all checks are payable to you and you use a special deposit slip, if required. For business/commercial accounts, if you do not make this deposit in person to a Bank employee, or use a special deposit slip, if required, the funds will be available on the second business day after the day your deposit is received by the Bank. Funds from wire transfers and electronic direct deposits to your account will be available on the day we receive the deposit. Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

ENDORSEMENTS

Part of the Expedited Funds Availability Act is to standardize check endorsements.

As a depositor of checks, the regulation limits the location of your endorsement to the top 1.5 inches at the trailing edge of the check. The trailing edge is directly behind where the "Pay to the Order" is printed. This is where most endorsements are usually placed.

Any marks below the 1.5 inches on the back of the check may obscure the bank's information and ultimately result in a delay in returning the check, and could result in the forfeiture of your right to the recovery of those funds.

TRANSFER LIMITATIONS

The following limitations apply to Electronic Transfers:

- a) Due to certain state banking laws currently in effect, you may not be able to make deposits at certain locations.
- b) The immediate use of deposited funds is restricted by the Account Agreement.
- c) For security reasons, there are limits on the amount of cash withdrawals from the Account that may be made from Fifth Third ATMs or other ATMs.
- d) There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit.
- e) Once you have placed a stop payment order on a preauthorized transfer, we will not make any more preauthorized transfers to the person whom you were going to pay until we receive a new written authorization from you.

- f) No deposits or withdrawals may be made on a dormant account through Fifth Third ATMs or other ATMs.
- g) For security reasons, there may be other limits on the number and amount of transactions you can make using Fifth Third Bank ATMs or other ATM terminal systems.
- h) The Bank specifically reserves the right to require seven (7) days written notice before funds deposited in any savings deposit account may be withdrawn.

SAVINGS ACCOUNT TRANSACTION POLICIES

Unlimited Transactions

• You may make an unlimited number of payments from your savings account(s) to your Fifth Third installment, mortgage or credit card accounts. Withdrawals/Transfers made in person or at an ATM are unlimited.

Transfer/Withdrawal Restrictions:

You are limited to six of the following transactions from your savings accounts each month:

- Preauthorized or automatic withdrawals/transfers including but are not limited to:
 - Automatic transfers from your savings account to cover an overdraft.
 - Internet Banking - transfer of funds or bill payment from your savings account to third parties or to other deposit accounts at Fifth Third.
 - Preauthorized ACH or Electronic Transfers.
 - Fifth Third Telephone Banking or any money management payment from your savings account.
 - Point-of-sale transactions with a debit card.
 - Checks or drafts payable to third parties.

Notification of Excessive Transfers:

• We will send you notice after the first and second month of excessive withdrawals or transfers. After three instances in a twelve month period of exceeding the allowable number of withdrawals or transfers, your savings account may be closed and funds placed in a checking account, or you may be offered other options to eliminate future excessive transfers, including but not limited to, removal of the savings account's transfer and draft capabilities.

DISCLOSURE OF BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our account agreement with you (including all rules and regulations governing your account), we will be liable for all losses not to exceed the amount of the transfer. We will not be liable, however in instances such as:

1. If, through no fault of ours, you do not have enough money in your account to complete the transfer; or
2. If the transfer would go over your credit limit on your line of credit account; or
3. If Fifth Third Bank ATMs or other ATM terminals where you are making the withdrawal does not have enough cash; or
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
5. If the funds in the account are subject to legal process or other encumbrance restricting such transfer; or
6. If Fifth Third Bank ATMs or other ATM terminals or system is not working properly due to normal maintenance activities or malfunction; or
7. If the Fifth Third Internet Banking system was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems; or
8. If there is an allegation of fraudulent activity concerning the account; or
9. If other rules, regulations or agreements of the Bank so provide.

DISCLOSURE OF RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO, RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS, AND BANK'S LIABILITY FOR FAILURE TO STOP PAYMENT.

If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how: Call Customer Service at 1-800-972-3030 or call the Banking Center where your account is located or write to:

Customer Service Department, Fifth Third Bank
 Madisonville Operations Center - MD 1MOC3A
 Cincinnati, Ohio 45263

in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. The telephone number will be shown on your periodic statement. If you call, we may also require that you put your request in writing and get it to us within fourteen (14) days after your telephone call. We will charge you a fee for each stop payment order you give. Once you have placed a stop payment order on a preauthorized transfer, the Bank will

not make any more preauthorized transfers to the person whom you were going to pay until we receive a new written authorization from you.

If these regular payments vary in amount, the person whom you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount will fall outside certain limits you set. We suggest that you contact the person you are going to pay directly to discuss this matter.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. The Bank will honor only the exact information given us; otherwise, the Bank is not responsible.

ERROR RESOLUTION—ELECTRONIC TRANSACTIONS AND TO REPORT LOST/STOLEN CARDS OR PASSWORD, UNAUTHORIZED TRANSFERS

ERROR RESOLUTION PIN & ACH TRANSACTIONS

Phone: 800-972-3030

Write: Disputes Resolution Department
Madisonville Operations Center, MD 1MOCBX
Cincinnati, OH 45227

ERROR RESOLUTION — SIGNATURE TRANSACTIONS

Phone: 800-972-3030

Write: Disputes Resolution Department
Madisonville Operations Center, MD 1MOCBX
Cincinnati, OH 45227

TO REPORT LOST/STOLEN CARD/PASSWORD

Phone: 800-972-3030

Write: Disputes Resolution Department
Madisonville Operations Center, MD 1MOCBX
Cincinnati, OH 45227

ELECTRONIC FUND TRANSFER

The Electronic Fund Transfer Act and Regulation E require Banks to provide certain information to customers regarding electronic fund transfers (EFT's). This Electronic Fund Transfer Disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family, or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party, and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills.

Consumer Liability. Tell us AT ONCE if you believe your card or password/PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your savings or credit account if you have a checking account with the Overdraft Protection feature). If you tell us within two (2) business days after you learn of the loss or theft of your password/PIN, you can lose no more than \$50 if someone used your password/PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password/PIN, and we can prove we could have stopped someone from using your password/PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make or that were not authorized by you, including those made by PIN, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

Contact in event of unauthorized transfer. If you believe your card or password/PIN has been lost or stolen, call 800-972-3030 or write to the appropriate address listed above.

You should also call 800-972-3030 or write to the appropriate address listed above if you believe a transfer has been made using the information from your check without your permission.

Business days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Transfer types and limitations:

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- (i) Pay for purchases.
- (ii) Pay bills.

Limitations on frequency of transfers. We reserve the right to impose limitations for security purposes at any time.

Limitations on dollar amounts of transfers. We reserve the right to impose limitations for security purposes at any time.

Fees. We reserve the right to impose a fee and to change fees upon notice to you.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

Right to Receive Documentation of Transfers:

Preauthorized credits. If you arrange to have direct deposits made to the Account at least once every sixty (60) days from the same person or company, you can call us at the Fifth Third Banking Center where the Account is located (the telephone number will be located on your periodic statement) or at 1-800-972-3030 to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly Account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly, unless the Account is dormant, in which case you will receive a statement only once a year.

Error Resolution

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, contact us at the appropriate address or phone number listed above as soon as you can.

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a) Tell us your name and Account number.
- b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For the first thirty (30) days after your Account is opened and in which a notice of error is received, the applicable time periods shall be twenty (20) business days and ninety (90) calendar days. We will tell you the results within three (3) business days after completing our investigation.

If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

ELECTRONIC BANKING

The following disclosures are made to you in order to explain electronic banking terms and conditions. Electronic banking includes all use of the Jeanie®, Plus System®, NYCE® Network, Pulse®, Star® Systems, Visa®, MasterCard®, Cirrus®, or other access terminals, including point of sale terminals, whether or not the electronic terminal is involved at the time of the transaction, the use of telephone bill payment service, the use of a Fifth Third Bank ATM or Fifth Third

Bank Telephone Banking to transfer money, use of Fifth Third Internet Banking to transfer money or pay bills, the deposit of government payments such as Social Security and payroll payments and other deposits to your accounts if these deposits are received by the Bank electronically, and the withdrawal of money from your account to pay insurance premiums or other bills if these withdrawals are made electronically and have been preauthorized by you in writing.

Any account holder (Customer), whether individually or jointly, may utilize the transfer or payment capabilities of any electronic banking product offered by Bank. Customer agrees to keep confidential all account and personal identification information necessary to utilize any electronic banking product. Customer agrees that any other User of electronic banking services is authorized or permitted by Customer to make transfers from Customer's account upon transmitting the applicable account or personal identification information until Customer has taken all steps necessary to revoke such authorization by preventing such use by any User. Customer assumes responsibility for all transactions arising from use of any electronic banking product by any User whether such use is with an electronic transfer device, touchtone phone, Internet access product or line of credit.

Each customer agrees to pay Bank for all purchases made, services rendered, and cash or funds advanced by or to any User using electronic banking. This liability will be joint and several as to all joint Customers. Except as specifically prohibited by law or regulation, Customer hereby waives as against Bank all claims, defenses, rights and offsets of Customer or User now or hereafter existing against any merchant or other payee for services or merchandise acquired through any electronic banking product. All transactions arising out of use of electronic banking will be controlled by the terms of all applicable account agreements, other contractual relationships with Bank and all Rules and Regulations Applicable to All Fifth Third Consumer and Business Banking Accounts and Cards, as amended from time to time. Bank reserves the right to refuse or terminate Customer's permission to use electronic banking at the sole discretion of Bank.

Electronic banking transfers and payments are subject to the limitations contained in the section of these rules entitled Disclosures of Type of Available Transfers and Limits on Transfers. Customer authorizes the disclosure to any merchant or other payee of the information relating to the Customer's accounts as is reasonably necessary to operate the electronic banking service. The laws of the United States and the State of Ohio govern this Agreement regardless of the Customer or User's place of residence and all transfers are agreed to be originated within the State of Ohio. Customer and User hereby consent to service of process, personal jurisdiction and venue in the state and federal courts in Cincinnati, Ohio and Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under these Rules & Regulations Applicable to all Fifth Third Accounts and Cards.

Please understand that not every automatic or preauthorized deposit or withdrawal is done electronically. Many of these transactions are done by the third party mailing to the Bank a check or draft and, therefore, are not covered by the following disclosures. However, all debit card transactions are covered, even if an electronic terminal is not involved at the time of transaction. Also, you have received separate disclosures for your line of credit account.

In these electronic banking disclosures, several words are used repeatedly. These words are defined as follows:

BANK—As used herein, the term "Bank" shall mean any affiliate of Fifth Third Bancorp; the term "Customer" shall mean the person or persons in whose name the account is carried on the books of the Bank and shall include the masculine, feminine, and neuter genders and the plural as well as the singular wherever the context so permits.

CARD—The term "Card" shall mean one or more plastic credit or debit cards or any other access device issued or approved by the Bank for use in conjunction with a money dispensing machine, banking terminal, electronic funds transfer device, internet access product, line of credit account or any credit or debit program at Bank.

DEPOSIT—Any transfer of money into your account.

ELECTRONIC BANKING DELIVERY SYSTEMS—allow you to access your accounts using automated tellers, touch-tone phones or other devices by which you make deposits, transfers or withdrawals from your account.

TELEPHONE BANKING—Allows you to access your account using any touch-tone phone.

WITHDRAWAL—Any transfer of money out of your account in cash or for payment to a third party.

VISA—Allows you to access any device identified with a Visa logo.

JEANIE NETWORK—Allows you to access any device identified with the Jeanie network logo

PLUS SYSTEM—Allows you to access any device identified with a Plus System logo.

STAR SYSTEMS—Allows you to access any device identified with the Star Systems logo.

NYCE NETWORK—Allows you to access any device identified with the NYCE Network logo.

PULSE NETWORK—Allows you to access any device identified with the Pulse Network logo.

MASTERCARD—Allows you to access any device identified with a MasterCard logo.

ELECTRONIC TRANSFER—Any electronic banking transaction, including deposits or withdrawals accomplished electronically, as well as all transfers resulting from debit card transactions, even if an electronic terminal is not involved at the time of the transaction.

FIFTH THIRD INTERNET BANKING—Allows you to access your account using any personal computer via the Internet.

CIRRUS—Allows you to access any device identified with the Cirrus System logo.

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ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize a merchant or payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

ELECTRONIC CHECK REPRESENTMENT

(This section applies to consumer accounts)

A check may be represented from a person's bank to whom Customer has written a check which Bank has returned to that bank by electronic representation. If Bank receives an Represented Check Entry (RCK), Bank will pay or return the RCK as if the original paper check were being represented to us. The information relating to "Electronic Funds Transfers" in this Rules and Regulations Brochure will not apply to these transactions. The following conditions must be met for an RCK to be charged to Customer's account: 1) the RCK must relate to a paper check drawn on an account that was returned unpaid because of insufficient or uncollected funds; 2) the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit; 3) a stop payment must not have been placed on the paper check after it was returned unpaid but before it was collected electronically; 4) the paper check must have been less than \$2,500; 5) the paper check must have been dated 180 days or less before the date on which the RCK is presented to Bank; 6) the RCK must be for the face amount of the paper check only and may not include any collection fee charged by anyone; 7) the payee of the paper check must have given you notice that, if the paper check is returned by Bank, the paper check could be collected electronically; and 8) the RCK must have been sent to Bank no more than twice after the first time Bank returned the paper check, or no more than once after the second time Bank returned the paper check.

ELECTRONIC PRESENTMENT OF CHECKS

Under certain circumstances your check information can be converted to electronic information by merchants, banks or others. Electronic information may be used to debit your account electronically. Merchants may use check information such as routing, account and serial numbers to make an electronic presentation against your account and the check may not be returned to you. These types of transactions may occur at point-of-sale purchases or where checks are submitted to a lock box for processing.

In other circumstances, checks you wrote returned for insufficient funds or uncollected funds and represented for payment electronically by the payee's bank are not covered under Regulation E. Electronic representations will appear as separate entries on your statement with appropriate descriptions. If any of your checks are converted to an electronic presentment by others, we shall have no liability to you should we fail to honor any stop payment order you have placed on the check. Also, we shall have no liability to you for duplicate payments if a paper check and an electronic re-presentment are both presented. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented item under applicable rules and regulations, nor does it affect your legal rights to recover a duplicate payment from the third party payee.

WIRE TRANSFERS

The following terms apply to wire transfer requests.

Customer is solely responsible for the content of the request and the accuracy and completeness of the information contained in the request. Bank will rely on the information contained on the request in carrying out Customer's instructions.

Customer represents and agrees that all transfers requested are for lawful purposes and comply with all applicable laws and regulations, including those relating to foreign asset control, funding of terrorism and anti-money laundering.

a. Service. Bank will use good faith efforts to execute the payment order described in the Request. Bank may require evidence of the authority of the person submitting the request to act for the named customer before acting on the Request.

b. Instructions. Bank will rely on the information provided in the Request in executing the payment order on Customer's behalf. Bank has no obligations to detect any errors in the Request and no liability for any incorrect or missing information in the Request. No instructions or other restrictions accompanying the Request shall be effective unless expressly accepted and agreed to in writing by Bank.

c. Verification. Customer understands that Bank may in its discretion seek to verify the authenticity of the Request pursuant to the Bank's Security Procedures.

d. Payment to Bank. Unless otherwise agreed in writing, Customer must pay Bank the amount of the wire transfer in US Dollars, plus any applicable fees, before Bank will execute Customer's request. Bank is authorized to debit Customer's account for the US Dollar amount of the transfer at the time Bank processes the payment order. If the beneficiary's bank is instructed to pay in a currency other than its local currency, payment will be made pursuant to that bank's policies and Customer is responsible for any effects of such payment. For consumer international transactions see Pre-Payment and Disclosure Receipt. The Bank's Fee Schedule is available upon request.

- e. Acceptance and execution of request by Bank.* Customer's request is considered accepted by Bank when Bank executes it. Customer acknowledges that the Bank maintains deadlines for accepting wire transfer requests. If Customer's request is received prior to the deadline, it will be executed by the Bank that wire transfer business day. A Customer's request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines may change from time to time. Bank may handle payment orders received from Customer in any order selected by the Bank. Unless otherwise instructed by Customer, we may use any means, intermediaries or funds transfer system (which may have operating rules governing the execution of payment orders) to affect the transfer, as Bank, in its sole discretion, shall decide.
- f. Rejection of request.* Bank has a right to reject the Request and decline to execute the payment order for any reason including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request or non-payment for the payment order. If Bank is unable to execute the wire transfer, or if Bank is unable to verify the authenticity of Customer's request, bank will notify Customer by phone or mail.
- g. Cancellation or amendment of wire transfer.* With respect to consumer international transactions, Customer has 30 minutes to request Bank to amend or cancel the Request or payment order. For all other transactions, Bank has no obligation to amend or cancel a request or payment order after the Request has been submitted by Customer. If Customer makes a verifiable request to cancel or amend in accordance with Bank's procedures, Bank will make a good faith effort to act on it provided the payment order has not been executed and there is a reasonable amount of time to act on the request. Bank shall have no liability whatsoever if such cancellation or amendment is not effected. Furthermore, Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.
- h. Name and Numbers.* Customer agrees that Bank, and any bank or intermediary are entitled to rely on the account number and bank identification numbers provided to us without any obligation to look at the name of the beneficiary or bank which may also appear in the Request or payment order, even if the number identifies a person different than the named beneficiary or bank.
- i. System Rules.* All payment orders are subject to Article 4A of the Uniform Commercial Code ("UCC") in effect in state of the Bank's headquarters and to the rules then in effect for the funds transfer system in which Bank participates and the payment order is made such as the Federal Reserve System, SWIFT and CHIPS. In addition, consumer international transactions are subject to the applicable provisions of Consumer Financial Protection Bureau's Regulation E.
- j. Account Statements.* All wire transfers will be reflected on Customer's periodic bank statement as provided in the Rules. Customer must examine its account statements and other account information promptly and carefully advise Bank immediately of any errors, discrepancies or problems as provided in the Rules.
- k. Refunds.* Except as required by law for consumer international transactions, any refund of a payment orders shall be in the amount of US Dollars that can be bought for the foreign amount at its then current rate of exchange. Customer bears all risk of loss due to the fluctuation in the rate of exchange. No fees or other charges will be refunded. If Customer provides an incorrect account number or bank identifier for the recipient, your funds may be misdirected resulting in the loss of your funds.

2. LIMITATION OF LIABILITY AND INDEMNIFICATION

Customer expressly agrees that Bank is only liable for direct actual damages and only to the extent damages are recoverable under the UCC as varied by their Terms. Bank's obligation for services outside the scope of the UCC is limited to the exercise of reasonable and ordinary care. Bank shall not be liable for any errors or delays on the part of any third party, including without limitation, third parties used by Bank in executing a payment order or performing a related act due to any cause other than Bank's failure to exercise reasonable and ordinary care, and no such third party shall be deemed to be Bank's agent. Bank shall not be liable for its refusal to honor any request if, in good faith, it is unable to satisfy itself that such request is valid, based upon adherence to procedures. **IN NO EVENT SHALL BANK BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, EXCEPT AS MAY BE OTHERWISE PROVIDED BY LAW EVEN IF BANK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.** Except as may be limited by applicable law, Customer agrees to indemnify Bank and hold it harmless (including the payment of reasonable attorneys' fees) from and against all damages, costs, expenses and liability to third parties arising out of, or in connection with, the services provided by Bank or actions otherwise pursuant to customer's instructions except where Bank is grossly negligent or engaged in willful misconduct.

AUTO BILLPAYER TERMS AND CONDITIONS

This service is governed by the terms and conditions contained within the Rules and Regulations Applicable to all Fifth Third Consumer and Business Banking Accounts and Cards, the Auto BillPayer Activation Form and any other agreements related to this Service. The initial use, signing or other acceptance of this service by you or someone authorized by you to initiate a Payment constitutes acceptance of the terms and conditions.

To Contact Us: Call: 1-800-837-2000 during business hours (8:00 a.m. to 5:00 p.m. EST). Press 0# at any time during the call to speak with a customer service representative. You can access your account and check your payment transfer status 24 hours a day, seven days a week using the Auto BillPayer helpline by calling the telephone number listed above.

Or Write: Auto BillPayer, P.O. Box 630900, Cincinnati, Ohio 45263-0900

1. MEANING OF TERMS

“Automatic Payment” means a preauthorized Payment initiated by the Service in accordance with any applicable Payment Parameters and on a predetermined schedule based on information supplied by the applicable Merchant.

“Bank Account” means a checking or any other account which can be debited and credited through the Automated Clearing House Association (“ACH”) or such other means approved by Company.

“Company” means Fifth Third Bank. The terms “we”, “our”, and “us” also refer to Company.

“Customer” means you or someone authorized by you to use the Service. The terms “you” and “your” also refer to Customer.

“ID” means the number assigned to you that will identify you to the Service.

“Maximum Amount” means the maximum dollar amount of a Payment which can be initiated for a particular Merchant.

“Minimum Interval” means the time period within which only one Payment can be initiated for a particular Merchant.

“Merchant” means a third party approved by us and to whom we will initiate transfers of funds based on Payments.

“Password” means the personal security code issued by us, or selected by you, and used in connection with the ID to gain access to the Service.

“Payment” means the transfer of funds, based on your instructions which are accepted by us, from your Bank Account to us for a Merchant including an Automatic Payment or Payment initiated manually by you through the Service.

“Payment Parameters” means a Maximum Amount, Minimum Interval and/or other payment parameters supported by the Service and applicable to a given Merchant.

“Service” means the then current Auto BillPayer services supported by Company.

2. THE SERVICE

(a) General. You may use the Service to provide us instructions to initiate Payments for Merchants. You agree to use the Service in accordance with these terms and conditions and the rules, procedures and system operations established or used by us from time to time. You authorize us to debit and credit your Bank Account without notice for all Payments, fees, charges and other amounts specified herein and to transfer funds on your behalf to Merchants which, at our discretion, may be by check, electronic credit through the ACH or such other means acceptable to us. We reserve the right to refuse to initiate a Payment which is in violation of these terms and conditions or our then current rules, procedures or system operations established or used by us from time to time.

(b) Using the Service. You should not disclose your ID or Password to anyone, including any employee of a Merchant. If you write your ID or Password down, you should keep it in a safe place. NEVER WRITE YOUR PASSWORD OR ID TOGETHER OR KEEP ANY WRITTEN RECORD OF YOUR PASSWORD ON ANY MATERIAL WHICH IS KEPT WITH OR NEAR YOUR ID.

(c) Prenotification. When you initially sign up for the Service or make changes, Payments may not be able to be initiated while your initial information or changes are being verified.

(d) Scheduling Payments. You are solely responsible for providing the proper instructions to the Service so that each transfer of funds on your behalf to a Merchant, which results from a Payment, is received by the Merchant on or before the applicable due date. It is recommended that you instruct the Service to initiate the Payment at least 10 business days prior to its due date. For each Payment, you are solely responsible for insuring that your Bank Account is properly debited for the amount of the Payment (plus the applicable fees) and that your account with the Merchant is properly credited. **If your scheduled payment due date falls on a weekend or holiday, your transaction will be processed on the prior business day to ensure payment is received on time. If you have a mortgage loan and your payment is scheduled for the 1st of the month and the 1st of the month falls on a weekend or holiday, funds will be transferred from your account on the next business day. For example, a payment scheduled for October 1 that falls on a weekend would be made on Monday. If you have an installment loan you can make your loan payment up to nine (9) calendar days before it is due. If the 9th day falls on a weekend or holiday, your payment will be made the next business day. For example, if your payment is due February 19 and the Auto BillPayer payment is scheduled for February 10 that falls on a weekend, your payment will be made on Monday, the next business day.**

(e) Automatic Payments. You acknowledge that certain Merchants may be providing us with information to be used to initiate Automatic Payments such as the Payment amount and Payment due date, and you understand that we are not responsible for the quality, accuracy, and adequacy of any information supplied by Merchants or other third parties.

(f) Stop Payments. Subject to our rules, procedures, system operations and our agreement with the applicable Merchant, you may be able to establish one or more Payment Parameters for one or more Merchants. If you do not establish your own Payment Parameters for such a Merchant, then we will use the Service default Payment Parameters which may change from time to time without notice. If a scheduled Payment for a Merchant exceeds or violates any payment Parameter (whether set by you or the Service default), then you hereby, pursuant to these terms and conditions and

without further action on your part, (i) elect to stop payment on such scheduled Payment; and (ii) instruct us not to initiate the Payment. In any such case, you should make other arrangements to pay the Merchant. You are solely responsible for monitoring applicable Payment Parameters for each applicable Merchant.

(g) Assignment. You may not assign any of your rights or obligations in connection with the Service, but we may assign any or all of our rights or delegate any or all of our duties at anytime and without notice.

3. OTHER COVENANTS AND OBLIGATIONS

(a) Your Bank Account. You are personally and absolutely obligated to pay us the amount of each Payment initiated, the applicable fees and all other obligations herein, and you must always maintain an open Bank Account with a sufficient balance of cleared funds to cover all such amounts. If for any reason an amount is not paid in full from your Bank Account upon the initial presentment, we may, at our option and without notice, re-present such amounts against your Bank Account or treat such situation as a stop payment instruction from you and take no further action.

(b) Changes in Your Bank Account or Mailing Address. You must give us advance written notice if any information you supplied changes, including but not limited to your name, address, Bank Account number or Merchant account number or if your Bank Account is closed, inactive or inaccessible for any reason. You are solely responsible for any Payments not initiated or initiated late, and any fees imposed by us or Merchants resulting from your changes or our inability to initiate a transfer on your behalf.

(c) Your Bank Account & Merchants. You represent and warrant to us that you are at all times the owner of the Bank Account and have full authority to access, transfer and withdraw funds from the Bank Account.

(d) Waiver. The participation of Merchants in the Service shall in no way constitute an endorsement or a recommendation by us of such Merchant. We are not responsible for any damage, loss, expense or otherwise arising out of goods or service acquired by use of the Service, and you hereby waive any claim against us related to the same. You will not deduct from any amounts you owe us any amounts you believe are owed to you by a Merchant.

(e) Amendments. We reserve the right to change the Service, these terms and conditions and/or the rules, procedures and system operations at any time and without notice unless otherwise required. Any change shall become effective on the date determined by us. If we are required to give you written notice of a change, we will mail such notice to you at the last address shown in our records for the Service. YOUR USE OF THE SERVICE SUBSEQUENT TO THE EFFECTIVE DATE OF ANY SUCH CHANGE CONSTITUTES ACCEPTANCE OF ANY NEW OR DIFFERENT TERMS. There may be additional terms, conditions and/or agreements governing the Service and/or other services you receive from us, and you agree to all such terms and conditions.

(f) Authorization of Another Person. If you have authorized another person to use the Service and/or to access your Bank Account, that authorization shall be deemed to include the authorization to initiate Payments or anything else permitted herein, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it and we have received written notice of such revocation from you.

(g) Disputes. You agree that all disputes and matters whatsoever arising under, in connection with or incident to the Service or this Agreement shall be litigated, if at all, in and before a Court located in the State of Ohio, county of Hamilton, to the exclusion of the Courts of any other state or county, and shall be governed by the laws of the State of Ohio to the exclusion of all other state laws. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of the Agreement and any other application of such term or provision shall not be affected thereby.

(h) Termination. You can terminate your use of the Service in its entirety or for a particular Merchant at anytime by notifying us. To terminate the Services in its entirety, you must notify us in writing. We reserve the right to cancel, suspend, revoke, or terminate your use of the Service, in full or in part, at any time without notice. A Merchant may, at any time and without notice, discontinue its participation in the Service and/or suspend your participation in the Service, and, in such events, we shall not be responsible for any Payment not initiated. Upon termination, for whatever reason, you must not use the Service thereafter in its entirety or for a particular Merchant, as the case may be. Use of the Service after you are aware of termination is fraudulent and may subject you to legal proceedings. Regardless of termination, these terms and conditions shall remain in effect for all Payments paid through the Service, and termination shall not affect your liability for obligations occurring prior to such termination. Upon termination, you are solely responsible for determining which Payments have been initiated or not initiated by the Service and for taking whatever action outside the Service as may be necessary with respect to Merchants.

(i) Limitation of Liability. Except as required by applicable law, we shall not be responsible or liable for any loss, injury or damage, whether direct, indirect, incidental, special, consequential or punitive, arising in connection with the Service. Without limiting the foregoing, in no event shall we be responsible for any damages caused by the action or inaction of you, Merchants, financial institutions or others or arising in any way out of the goods or services provided by Merchants, any termination of the Service or a Merchant, any delays in the posting of any Payment to your account at the Merchant, any of your instructions which are not timely, accurate or accepted by us, the information supplied by Merchants, financial institutions or others or anything beyond our reasonable control.

4. FEES, COSTS AND EXPENSES

(a) Fees. There is no payment processing fee. See the Fifth Third Pricing and Services at a Glance section for a list of fees that apply to all consumer accounts.

We reserve the right to impose other fees or charges at anytime on all or selected portions of the Service.

(b) Costs and Expenses. You are responsible for paying us for all costs and expenses that we incur in enforcing these terms and conditions, including but not limited to court costs and expenses and reasonable attorney fees.

5. DISCLOSURES

ALL QUESTIONS ABOUT TRANSACTIONS MADE THROUGH THE SERVICE MUST BE DIRECTED TO US AT THE PHONE NUMBER OR ADDRESS LISTED ABOVE.

If we do not send you a periodic statement listing transactions that you make using the Service, the transactions will appear only on the statement issued by your bank or other financial institution. ALWAYS SAVE THE RECEIPTS, INVOICES OR OTHER NOTICE THAT YOU RECEIVE REGARDING A PAYMENT AND CHECK THEM AGAINST THE BANK ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. If you have any questions about one of these transactions, call or write us at the telephone number and address at the beginning of these terms and conditions.

(a) Customer's Liability for Unauthorized Transfers. TELL US AT ONCE if you believe your ID and/or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your Bank Account. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your ID and/or Password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ID and/or Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your financial institution statement, Company statement and/or any other records or statements show transfers that you did not make or which were not authorized by you, TELL US AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods for a reasonable time.

(b) Disclosure of Telephone Number and Address to be Notified in Event of Unauthorized Transfer. If you believe your ID and/or Password has been lost or stolen or that someone has transferred or may transfer money from your Bank Account without your permission, call or write us immediately at the phone numbers and address at the beginning of these terms and conditions.

(c) Disclosure of What Constitutes Business Day of Company. Company's business days are Monday through Friday, except Federal Reserve Bank holidays on which we are closed.

(d) Disclosures of Types of Available Transfers and Limits on Transfers.

1. Bank Account access. Subject to our rules, procedures, system operations and our agreement with the applicable Merchant, you may use your ID and Password to: (1) initiate Payments directly by touchtone telephone, by interaction with a customer service representative or by another means approved by us from your Bank Account in the amounts and on the days you request; (2) Provide advanced instructions to us for Automatic Payments from your Bank Account; (3) Cancel or modify Payments to be initiated or reverse Payments previously initiated by the Service; and/or (4) Provide and update instructions regarding Payments which may include changing Payment Parameters for particular Merchants and/or altering the timing of a particular Payment. Some of the foregoing features may not be available through the Service and/or may not be available for all Merchants

2. Limitations on frequency of transfers. (1) You may use the Service to initiate Payments only to those Merchants which have been approved by us. (2) Payments to certain Merchants may be subject to certain Payment Parameters (e.g., Minimum Interval) which may be selected by you, or, if not selected by you, will be established by us and may change from time to time without notice. (3) We recommend that you will only instruct us to initiate Payments from individual or joint personal Bank Accounts that have no restrictions on the number or type of transfers permitted in any one-month or equivalent period; other account types may have limitations on the number or type of transfers permitted in any one-month or equivalent period which may result in the inability to initiate Payments from your Bank Account. (4) We reserve the right to temporarily or permanently suspend the Service without notice, including but not limited to ceasing the initiation of Payments, if you are delinquent in any of your obligations to us. (5) For security reasons, we may limit the type, number or dollar amount of any transfers, Payments or other transactions supported by us notwithstanding the amount in your Bank Account, and we may temporarily or permanently suspend the Service without notice unless otherwise required by law or regulation, including but not limited to ceasing the initiation of Payments.

3. Limitations on dollar amounts of transfers. (1) Payments to certain Merchants may be subject to certain Payment Parameters (e.g., Maximum Amount) which may be selected by you, or, if not selected by you, will be established by us and may change from time to time without notice. (2) You may not instruct that a Payment be initiated from a Bank Account which contains insufficient funds to cover the amount of the Payment plus any applicable fees.

(e) Error Resolution Disclosure. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR PAYMENTS, contact us at the address or phone number shown at the beginning of these terms and conditions as soon as you can if you think your statement is wrong or if you need more information about a transfer on the statement. We must hear from you no later than sixty (60) days after the FIRST statement on which the error or problem appeared was sent to you.

1. Tell us your name, ID, Merchant's name and account number with Merchant.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days. We will tell you the result of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your Bank Account and reverse the Payment within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) days, we may not re-credit your Bank Account

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may request copies of the documents that we used in our investigation.

(f) Disclosure of the Right to Receive Documentation of Transfers.

1. Preauthorized Credits. If you arrange to have direct deposits made to your Bank Account at least once every sixty (60) days from the same person or company, you can call us to find out whether or not the deposit has been made.
2. Periodic Statements. You should get a monthly Bank Account statement from us in any month in which an electronic transfer has occurred. If there is no electronic activity on your Bank Account, you should receive a Bank Account statement from us at least quarterly.
3. Each Merchant, not us, is responsible for providing you any notice in accordance with applicable law. For example, Merchants may be required to provide you with advance written notice if your Automatic Payment varies in amount from period to period. We will not provide you with any written or other notice of debits or credits to your Bank Account including any notice of debits for Payments or applicable fees. You must look solely to the Merchant, and not us, regarding any dispute arising in connection with any failure to provide notice, lack of timely notice, lack of proper notice, or lack of adequate notice under applicable law or otherwise.

(g) Disclosure of Company's Liability for Failure to Initiate Transfers. We will use our best efforts to properly complete any Payments properly initiated by you through the Service. If we do not complete a transfer to or from your Bank Account on time or in the correct amount according to our agreement with you, we will be liable for your losses not to exceed the amount of the transfer. However, there are some exceptions. We will NOT be liable, for instance, if: (1) Through no fault of ours, you do not have enough money in your Bank Account to initiate the transfer and applicable transfer fees or the funds in your Bank Account are subject to legal process or other encumbrance restricting such transfer; (2) The Service was not working properly and you knew about the malfunction when you started the transfer; (3) Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (4) The Merchant has failed to perform one or more of its obligations to us which is necessary to initiate a Payment transfer; (5) The Merchant incorrectly posts, or fails to post, a Payment transfer sent by us to Merchant; (6) The failure is due to the fact that you have not provided us with the correct information which is necessary to complete the transfer; (7) There is an allegation of fraudulent activity concerning your account; (8) The Bank Account which is involved in the transfer is closed, frozen or otherwise unable to be accessed; (9) The Merchant that is the beneficiary of the transfer refuses to accept the Payment for whatever reason; (10) The transfer is not honored by your financial institution for whatever reason; or (11) There may be other exceptions in these terms and conditions or in our rules and procedures in effect from time to time.

(h) Disclosure of Right to Stop Payment of Preauthorized Transfers.

1. Right to stop payment and procedure for doing so. If you have told us in advance to initiate Automatic Payments from your Bank Account, you can stop any of these payments. Here's how:
 - a. Call us at the number at the beginning of these terms and conditions in time for us to receive and process your request before 5:00 pm E.T. of the day on which the Payment is scheduled to be initiated by the Service, and we may also require that you put your request in writing and get it to us within fourteen (14) days after you call; or
 - b. Write us at the address at the beginning of these terms and conditions in time for us to receive your request three (3) business days or more before the Payment is scheduled to be initiated by the Service. We may charge you, in accordance with Fifth Third Pricing and Services at a Glance, a fee for each stop payment order you give.
2. Notice of varying amounts. If these Automatic Payments vary in amount, the Merchant you are going to pay may be required to tell you, ten (10) days before each payment, when it will be due (from which you can calculate when it will

be initiated by the Service based on parameters you supply) and how much it will be. You may choose instead to get this notice only when the Automatic Payment would differ by more than a certain amount from the previous payment, or when the amount will fall outside certain limits (e.g. Maximum Amount).

3. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these Automatic Payments in accordance with 5.(h)1. above, and we do not do so, we will be liable for your losses or damages not to exceed the amount of the transfer. We will honor only the exact information given us; otherwise, we are not responsible.

IMPORTANT INFORMATION REGARDING ELECTRONIC COMMUNICATION

If you have consented to accessing your periodic statement information electronically:

- You understand and agree that Fifth Third Bank will provide all of your periodic statement information, including notices about changes to your account, in electronic form.
- In order to access your periodic statement information electronically, you must operate a browser version that supports Secure Sockets Layer encryption technology, frames, cookies, and JavaScript. The Fifth Third Bank Web site, www.53.com, is optimized for use with 8.x or higher browser versions of Microsoft® Internet Explorer, Mozilla Firefox 4.x or higher, and Safari™ for Macintosh® v5.1 or higher and 16 bit color (high color) at 1024 x 768 resolution.
- If you would like a paper copy of any periodic statement please visit www.53.com, call 513-358-5353 or 1-800-972-3030 or contact your Banking Center. We may charge for each periodic statement copy you request.
- You may elect to withdraw consent to receive your periodic statements in electronic form. To update your delivery preferences you may: visit the Service Center by logging into Internet Banking at www.53.com; call 800-972-3030; or contact your Banking Center.
- Should you consent to accessing your periodic statement information electronically and do not accept the terms via internet banking at www.53.com within 60 days from account opening or consent, your periodic statements may be mailed to you.
- When selecting a password to access your Fifth Third accounts, please do not use nicknames or birth dates that may be easy to guess, use a combination of letters and numbers, change your password periodically, never share your password with anyone and always log off of the site when you are finished.

IMPORTANT INFORMATION ABOUT SUBSTITUTE CHECKS & YOUR RIGHTS

If you are a consumer customer who receives paid checks with your periodic account statements:

WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of the original check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$ 2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Fifth Third Bank, Disputes Resolutions Department; 5050 Kingsley Drive, MD

MOCBX, Cincinnati, Ohio 45263. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;

ESCHEATED FUNDS RETRIEVAL

In Ohio:

Phone: (614) 466-4433
Write: Division of Unclaimed Funds
77 S. High Street
Columbus, OH 43266-0545

In Indiana:

Phone: (800) 447-5598
Write: Attorney General's Office
Unclaimed Property Division
219 State House,
Indianapolis, IN 46204

In Kentucky:

Phone: (502) 564-4722
Write: Unclaimed Properties
Treasury Department
Capitol Annex, Room 195
Frankfort, KY 40601

In Florida:

Phone: (850) 410-9253
Write: Office of Comptroller
Abandoned Property Section
Capitol Building
Tallahassee, FL 32399-0350

In Michigan:

Phone: (517) 335-4327
Write: Michigan Department of Treasury
Unclaimed Property Division
Lansing, MI 48922

In Illinois:

Phone: (217) 782-6692
Write: Illinois State Treasurer's Office
Unclaimed Property Division
P.O. Box 19496
Springfield, IL 62794-9496

In Tennessee:

Phone: (615) 741-6499
Write: Tennessee Treasury
Unclaimed Property Division
10th Floor
Andrew Jackson State Office Building
Nashville, TN 37243-0242

In West Virginia:

Phone: (800) 642-8687, Fax: (304) 558-4835
Write: Office of the State Treasurer
One Players Club Drive
Charleston, WV 25311

In Missouri:

Phone: (573) 751-0840
Write: State Treasurer's Office
Unclaimed Property Section
P.O. Box 1004, Jefferson City, MO 65102

In Pennsylvania:

Phone: (800) 379-3999
Write: State Treasurer
Unclaimed Property Division
P.O. Box 1837
Harrisburg, PA 17105-1837

In Georgia:

Phone: (404) 968-0490
Write: Georgia Department of Revenue
Unclaimed Property Program
4245 International Parkway, Suite A
Hapeville, Georgia 30354

In North Carolina:

Phone: (919) 508-1000
Write: Department of State Treasurer
325 N. Salisbury St.
Raleigh, NC 27603

- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

FIFTH THIRD'S COMMITMENT TO THE ADA

Fifth Third Bancorp realizes that not all people have the same needs and is making every effort to meet the needs of our employees and customers.

Fifth Third has reassessed its business practices with the Americans With Disabilities Act guidelines in mind. A comprehensive plan of action has been developed with an emphasis in the areas of employment, facilities and services. Fifth Third is committed to its employees and customers and will continually review its business practices to ensure these needs are being met whenever possible.

FIFTH THIRD PRIVACY NOTICE FOR COMMERCIAL CUSTOMERS

I. Introduction

This Privacy Notice for Commercial Customers (the "Notice") applies to Company Information (as defined below) about individuals and business or other entities that seek or obtain financial products and services from Fifth Third for business or commercial purposes ("Commercial Customers"). This Notice does not apply to information received from individuals who seek or obtain financial products or services from us for personal, family or household purposes; such consumer information is governed by the Fifth Third Privacy Notice for Consumer Information, entitled, "What Does Fifth Third Do With Your Personal Information" and found at <https://www.53.com/privacy-security/#tab-consumersTab>.

For purposes of this Notice, "*Company Information*" means any information about a Commercial Customer from which the Commercial Customer could be identified, whether obtained directly from the Commercial Customer or from another source. Company Information may include, but is not limited to: (a) Company name; (b) physical address, including street name and name of city or town; (c) e-mail address or other electronic contact information; (d) telephone number; (e) tax identification number; (f) credit history; (g) bank or credit card account number; (h) financial statements; (i) information about officers, directors, and other control persons; and (j) any other information from or about a Commercial Customer. However, the following is not considered Company Information: (a) aggregated or anonymous information that does not identify a customer and (b) information that Fifth Third obtains from a public source (or knows to be available from a public source).

Fifth Third may make changes to this Notice from time to time. It is available to you at <https://www.53.com/privacy-security/#tab-businessTab>.

II. How We Gather Company Information

We may gather and retain Company Information about Commercial Customers from the following sources:

- Applications or other forms that you provide to us;
- Financial account activity and transactions (such as payment history, account balances and usage);
- Credit-related information from credit reporting agencies;
- Information from website visits (such as cookies, usage and transaction history, and other technical data that we use for security purposes and to enhance the online experience) ;
- Information we receive from third parties such as data providers or independent researchers.

III. How We Share Company Information

Fifth Third shares Company Information among and between all of its affiliates. You may not opt-out of this sharing.

Fifth Third may share Company Information with non-affiliated third parties and with Vantiv, LLC ("Vantiv") in order to offer you additional products and services. Fifth Third has an ownership interest in Vantiv. You have the right to opt-out of such sharing, as described below in "How To Change Your Privacy Options."

Fifth Third may also disclose Company Information to non-affiliated third parties for routine business reasons. For example, Fifth Third may disclose Company Information to service providers and other third parties as necessary to facilitate a transaction requested by a Commercial Customer, or to report to credit bureaus. Fifth Third may also disclose Company Information to non-affiliated third parties in response to a subpoena, warrant, or court order, or as otherwise required or advisable considering applicable law or regulation. You may not opt-out of this sharing.

Further, Fifth Third may disclose Company Information to its banking, securities, or other regulators without any prior notification or any other restriction.

Fifth Third may collect certain financial information about individuals – such as business owners or loan guarantors – that Fifth Third receives in connection with providing products or services to a Commercial Customer. Fifth Third will not use or transfer such information for any purpose other than facilitating the commercial transaction for which the information as originally provided, except with the consent of the individual.

Please note that Fifth Third does sell loans and other obligations to third parties for a variety of reasons. Consent of the individual, guarantors or borrowers is not required and notice will not be provided in the event of a sale of any loan or other obligation to a third party.

IV. How To Change Your Privacy Options

We will share Company Information as described in Section III above unless you direct us otherwise by taking one of the below steps. Note that based on the sharing practices above, there are certain instances of sharing for which you may not opt out.

- Write to us at Fifth Third, Customer Service, Privacy Administration, Post Office Box 4444, Cincinnati, Ohio 45263-4444. Requests must include Company name, address, contact telephone number, Tax Identification Number (“TIN”) and account number(s) (if applicable) for the business entity(ies) opting out. Incomplete information will delay or possibly prevent our ability to honor your request.
- Call a Fifth Third Customer Service Professional at 1-800-889-5269.
- Visit any Fifth Third Banking Center.

Our system will be updated to reflect your privacy preferences within thirty (30) days following receipt of the request with complete information. You can verify the update by calling the Customer Service number listed above or visiting any Fifth Third Banking Center.

If you have already shared with us your privacy preferences under this Notice, it is not necessary to contact us again. We will continue to honor the preferences you have provided.

V. Security

To protect Company Information from unauthorized access and use, we use appropriate physical, procedural and technical safeguards as required by law.

VI. Fifth Third Companies Covered by this Notice

This notice will apply to all affiliates of Fifth Third, now existing or hereafter arising. This list is available to you at <https://www.53.com/affiliatedcompanies>.

CONSUMER PRIVACY POLICY

At Fifth Third we are committed to protecting and managing your information and would like to share how we gather, retain and protect your information. Please review the “What Does Fifth Third Do With Your Personal Information” section for more information.

FACTS**WHAT DOES FIFTH THIRD DO WITH YOUR PERSONAL INFORMATION?**

WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number, name, address, email address, income, and assets • Payment history and account balances • Credit history and credit worthiness
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fifth Third chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES FIFTH THIRD SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

TO LIMIT OUR SHARING	<ul style="list-style-type: none"> • Call 800-889-5269—our menu will prompt you through your choice(s); or • Write to us at Fifth Third, Customer Service, Privacy Administration, Post Office Box 4444, Cincinnati, OH 45263-4444. Requests must include your name, address, telephone number, and Social Security number (or taxpayer identification number). Incomplete information will delay or possibly prevent our ability to honor your request; or • Visit any Fifth Third Banking Center. <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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QUESTIONS?	Call 800-889-5269 or go to 53.com.
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WHO WE ARE	
Who is providing this notice?	Fifth Third Bank and its affiliates (please see below for List of Affiliates).

WHAT WE DO	
How does Fifth Third protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Fifth Third collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or apply for a loan • Pay your bills or make a deposit • Use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>

Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more information on state laws.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

DEFINITIONS	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include companies with a Fifth Third name; financial companies such as an insurance agency or a leasing company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Fifth Third does not share information with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include but may not be limited to insurance companies.

OTHER IMPORTANT INFORMATION		
<p>Nevada law requires that we provide you with the following contact information:</p> <table border="0"> <tr> <td>Fifth Third, Customer Service Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444</td> <td>Bureau of Consumer Protection, Office of the Nevada Attorney General 555 East Washington Street, Suite 3900 Las Vegas, NV 89101 Phone: 702-486-3132, Email: BCFINFO@ag.state.nv.us</td> </tr> </table> <p>CA, ND and VT residents: Accounts with mailing addresses in these states will be treated as if they have selected for us to not share your credit and personal financial information with other Fifth Third companies. For CA and VT residents, accounts with mailing addresses in these states will be treated as if they have selected for us not to share information under a joint marketing agreement as defined above.</p>	Fifth Third, Customer Service Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444	Bureau of Consumer Protection, Office of the Nevada Attorney General 555 East Washington Street, Suite 3900 Las Vegas, NV 89101 Phone: 702-486-3132, Email: BCFINFO@ag.state.nv.us
Fifth Third, Customer Service Privacy Administration P.O. Box 4444 Cincinnati, OH 45263-4444	Bureau of Consumer Protection, Office of the Nevada Attorney General 555 East Washington Street, Suite 3900 Las Vegas, NV 89101 Phone: 702-486-3132, Email: BCFINFO@ag.state.nv.us	

CUSTOMER IDENTIFICATION PROGRAM
<p>In accordance with the USA PATRIOT Act, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts, including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.</p> <p>What This Means To Our Customers When you open an account, you will be asked for your name, address, Social Security or tax identification number, date of birth (if applicable), and other information that will allow Fifth Third to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Fifth Third.</p>

LIST OF AFFILIATES		
Fifth Third Bank, an Ohio Banking Corporation	Fifth Third Equipment Finance Company	Fifth Third Holdings, LLC
Fifth Third Insurance Agency, Inc.	ClearArc Capital, Inc.	Fifth Third Mortgage-Michigan, LLC
Fifth Third Mortgage Company	Vantiv, Inc. and Vantiv, LLC	Fifth Third Auto Leasing Trust
Fifth Third Securities, Inc. Member FINRA/SIPC	SLK Global/BPO Services Pvt. Ltd.	Vista Settlement Services, LLC

Fifth Third Bank, Member FDIC.  Equal Housing Lender.

Important Information About Credit Reporting

We may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Fifth Third Bank provides access to investments and investment services through various subsidiaries, including Fifth Third Securities. Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a registered broker-dealer and a registered investment advisor registered with the U.S. Securities and Exchange Commission (SEC). Registration does not imply a certain level of skill or training. Securities and investments offered through Fifth Third Securities, Inc. and insurance products:

Are Not FDIC Insured	Offer No Bank Guarantee	May Lose Value
Are Not Insured By Any Federal Government Agency	Are Not A Deposit	

Insurance products made available through Fifth Third Insurance Agency, Inc.

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FIFTH THIRD CONSIDERS THESE ACCOUNT TYPES TO BE BUSINESS BANKING ACCOUNTS

Business Standard Checking	Totally Free Business Checking	Checking Public Funds
Business Premium Checking	Business Basics Checking	Business Relationship Savings
Business Elite Checking	Healthcare Checking	Business Savings
Regular Business Checking	Business 53 Checking	Business Money Market
Business Relationship Checking	IOLTA NOW	Public Funds Business 53 MaxSaver
Business Advantage Checking	IOTA (Ohio only)	Healthcare Savings
Business Preferred Checking	Business Advantage Interest Checking	
	Public Funds Business Advantage Interest Checking	
	Association Reserve	
	Public Funds Business 53 Analyzed	

ADDITIONAL FEES APPLICABLE TO BUSINESS CHECKING ACCOUNTS

*The information in this chart applies only to the Business Standard, Business Premium and Business Elite Checking Accounts.
For information on any other Business Banking Accounts, please ask a Fifth Third Representative for details.
Prices of all services are subject to change upon 30 days notice from Fifth Third Bank.*

Banking Center Cash Deposits	
Banking Center Cash Deposit¹	Business Standard: \$0 - \$5,000 deposit is free Business Premium: \$0 - \$10,000 deposit is free Business Elite: \$0 - \$25,000 deposit is free Excess cash deposits are charged \$0.0030 per \$1.00 thereafter
Banking Center Courier Stop Scheduled	\$13.00
Banking Center Courier Deposit Charge	\$3.70
Banking Center Deposit Collection Courier	\$11.75
Banking Center Deposit Coin Mixed	\$3.70
Banking Center Deposit Non-Standard Bags	\$155.25 Per Bag
Banking Center Cash Orders	
Banking Center Cash Order¹	Tier 1: First 10 cash orders are free Tier 2: More than 10 cash orders are \$10.00 per order thereafter
Banking Center Order Coin Roll¹	Tier 1: First 40 rolled coins are free Tier 2: More than 40 rolls are \$0.25 per roll thereafter
Banking Center Order Notes Strap¹	Tier 1: First 20 straps at no charge Tier 2: More than 20 straps are \$1.25 per strap thereafter
Banking Center Order Notes Loose²	Tier 1: 0-400 loose notes are \$0.0157 per note Tier 2: 401-925 total loose notes are \$0.0624 per note Tier 3: 926 or more total loose notes are \$0.125 per note
Banking Center Deposit Adjustment	\$9.35
Account Services	
Wire Incoming Non-Structured	\$26.50
Counter Check Issued	\$2.15
Internal Transfer	\$26.25 per transfer initiated by Customer, Completed by a Fifth Third Employee
Money Order & Official Check Issued	\$10.75
Research Photocopy/Time	\$10.50 per photocopy produced or per quarter hour of research completed by a Fifth Third Employee
Snapshot Statement	\$6.30
Special Statement	\$28.00 per duplicate statement or statement sent to second address
Standard Confirmation - Written Confirmation Of Audit Inquiry	\$47.00
Balance Inquiry	\$10.75
Commercial Credit Reference	\$78.25
Check Excessive Deposit Rejects - Per MICR Item Rejected, Exceeding 1% Of Deposited Items²	Tier 1: 0-75 MICR rejects are \$0.315 per reject Tier 2: 76-275 total MICR rejects are \$0.365 per reject Tier 3: 276-525 total MICR rejects are \$0.41 per reject Tier 4: 526 or more total MICR rejects are \$0.455 per reject
Special Statement Cut-Off²	Tier 1: 0-99 requests (other than standard) are \$38.25 per request Tier 2: 100-300 total requests are \$31.00 per request Tier 3: 301 or more total requests are \$15.50 per request

Wire	
Batch, Branch & Operations Wire Outbound Repetitive	\$18.50
Outbound International Wire Initiated By Commercial Officer	\$104.25
Wire Transfer Repetitive Storage	\$0.785 per wire template stored within system
Batch, Operations, Standing Wire Outbound Non Repetitive	\$26.25
Admin & Branch Outbound - Non Repetitive (Foreign Denominated)	\$41.50
Ex Phone Wire Outbound Repetitive/Non Repetitive /US Dollar International	\$54.50
Ex Phone Wire Outbound	\$8.35
Batch, Operations & Letter Wire Outbound US Dollar International (Via Printed Instructions)	\$42.75
Outgoing US Dollar Wire – Web!	Tier 1: First 5 wires are \$10 per wire Tier 2: More than 5 are \$25 per wire thereafter
Outgoing International US Dollar Wire – Web!	Tier 1: Up to 5 wires are \$25 per wire Tier 2: More than 5 wires are \$45 per wire thereafter

Miscellaneous	
Commercial Account Management	\$28 if managed by a commercial officer and annual sales revenues are greater than \$20 million
Deposit Administration Fee	\$0.1350 per \$1000 for customers with annual sales revenues are greater than \$20 million
Research Time	\$26.25 per quarter hour
Charged Off Account	\$30 per account

Pricing structure for each service charge will vary between price per unit, flat fee or tiered pricing.

1. Partitioned Tiered Pricing: The units are priced separately based on the tier they are in.
2. Threshold Tiered Pricing: All units are priced the same based on the total number of units.

FEES APPLICABLE TO BUSINESS SAVINGS ACCOUNTS

*The information in this chart applies only to the Business Savings, Business Relationship Savings & Business Money Market Accounts.
For information on any other Business Banking Accounts, please ask a Fifth Third Representative for details.
Prices of all services are subject to change upon 30 days notice from Fifth Third Bank.
Effective July 1, 2015.*

Banking Center Cash Deposits	
Banking Center Cash Deposit²	Fee only assessed for the Business Savings Account Tier 1: \$0 - \$25,000 deposited are \$0.0026 per dollar Tier 2: \$25,001-\$100,000 deposited are \$0.0032 per dollar Tier 3: \$100,001 or more deposited are \$0.0037 per dollar
Banking Center Courier Stop Scheduled	\$13.00
Banking Center Courier Deposit Charge	\$3.70
Banking Center Deposit Collection Courier	\$11.75
Banking Center Deposit Coin Mixed	\$3.70
Banking Center Deposit Non-Standard Bags	\$155.25 Per Bag
Banking Center Deposit Coin Rolled	\$0.11 Per roll
Banking Center Deposit Coin Loose²	Tier 1: First 5 are \$1.60 per occurrence of >\$5 Coin Deposited Tier 2: 6-10 are \$2.90 per occurrence of >\$5 Coin Deposited Tier 3: 11 or more are \$5.55 per occurrence of >\$5 Coin Deposited
Banking Center Deposit Notes Strap	\$0.16 Per strap
Banking Center Cash Orders	
Banking Center Cash Order²	Tier 1: First 5 cash orders are \$2.50 per order Tier 2: 6-10 cash orders are \$6.00 per order Tier 3: 11 or more cash orders are \$12.00 per order
Banking Center Order Coin Roll²	Tier 1: First 20 rolled coins are \$0.06 per roll Tier 2: 21-40 rolls are \$0.11 per roll Tier 3: 41 or more rolls are \$0.27 per roll
Banking Center Order Coin Box²	Tier 1: First 4 cash orders are \$2.40 per coin box Tier 2: 5-10 cash orders are \$5.25 per coin box Tier 3: 11 or more cash orders are \$7.35 per coin box
Banking Center Order Notes Strap	\$0.75 per strap ordered
Banking Center Order Notes Loose²	Tier 1: 0-400 loose notes are \$0.0157 per note Tier 2: 401-925 total loose notes are \$0.0624 per note Tier 3: 926 or more total loose notes are \$0.0773 per note
Banking Center Deposit Adjustment	\$9.35 per adjustment made in night drop
Account Services	
Monthly Maintenance Fee	Business Relationship Savings: \$0 Business Savings \$5 unless average daily collected balance is greater than or equal \$1,000 Business Money Market: \$10 unless average daily collected balance is greater than or equal \$10,000
Business Banking Deposits¹	Business Relationship Savings: Tier 1: First 100 items are free Tier 2: More than 100 are \$0.515 per item thereafter Business Savings & Business Money Market: Tier 1: First 100 items are free Tier 2: More than 100 = \$5.60 overage fee plus \$0.42 per item thereafter
CCA Checks Paid/Other Debits¹	Business Relationship Savings: Tier 1: First 3 are free Tier 2: 4-6 checks are \$1.05 per item Tier 3: More than 6 are \$10.50 per item Business Savings & Business Money Market: Tier 1: First 3 are free Tier 2: 4-6 checks are \$1.15 per item Tier 3: More than 6 are \$11.25 per item

Account Services *continued*

Paper Deposit Statement	Business Relationship Savings: \$3 per month unless average daily collected balance is greater than or equal to \$500 Business Savings & Money Market: \$3 per month unless average daily collected balance is greater than or equal to \$3,000
Check Deposit Adjustment	\$12.00 per adjustment
Wire Incoming Non-Structured	\$19.25
Wire Incoming Structured	\$12.00
Counter Check Issued	\$2.15
Internal Transfer	\$26.25 per transfer initiated by Customer, Completed by a Fifth Third Employee
Returned Deposit Item	\$12.50
Money Order & Official Check Issued	\$10.75
Research Photocopy/Time	\$25.75 per photocopy produced or per quarter hour of research completed by a Fifth Third Employee
Snapshot Statement	\$6.30
Special Statement	\$28.00 per duplicate statement or statement sent to second address
Standard Confirmation - Written Confirmation Of Audit Inquiry	\$47.00
Balance Inquiry	\$10.75
Commercial Credit Reference	\$78.25
Check Excessive Deposit Rejects - Per MICR Item Rejected, Exceeding 1% Of Deposited Items²	Tier 1: 0-75 MICR rejects are \$0.315 per reject Tier 2: 76-275 total MICR rejects are \$0.365 per reject Tier 3: 276-525 total MICR rejects are \$0.41 per reject Tier 4: 526 or more total MICR rejects are \$0.455 per reject
Disbursed Check Paid MICR Reject & Repair	\$0.37 per item
Special Statement Cut-Off	Tier 1: 0-99 requests (other than standard) are \$38.25 per request Tier 2: 100-300 total requests are \$31.00 per request Tier 3: 301 or more total requests are \$15.50 per request

Wire


BRANCH WIRE OUTBOUND NON REPETITIVE	\$30
BRANCH WIRE OUTBOUND US DOLLAR INTERNATIONAL	\$50
Batch, Branch & Operations Wire Outbound Repetitive	\$18.50
Outbound International Wire Initiated By Commercial Officer	\$104.25
Wire Transfer Repetitive Storage	\$0.785 per wire template stored within system
Batch, Operations, Standing Wire Outbound Non Repetitive	\$26.25
Admin & Branch Outbound - Non Repetitive (Foreign Denominated)	\$41.50
Ex Phone Wire Outbound Repetitive/Non Repetitive /US Dollar International	\$54.50
External Phone Wire Outbound	\$8.35
Batch, Operations & Letter Wire Outbound US Dollar International (Via Printed Instructions)	\$42.75
Letter Wire Outbound Book Transfer (Via Printed Instructions)	\$5.60
Internal Phone Wire Outbound	\$5.80

Miscellaneous	
Commercial Account Management	Fee only assessed for the Business Relationship Savings. \$28 if managed by a commercial officer and annual sales revenues are greater than \$20 million
Deposit Administration Fee	\$0.1350 per \$1000 for customers with annual sales revenues are greater than \$20 million
Tax Deposits	\$0.78
Research Time	\$26.25 per quarter hour
Stop Payment	\$34.00
Dormant Account Monthly Fee	Fee only assessed for the Business Relationship Savings & Business Money Market \$5 per month dormant (Assessed when no deposits or withdrawals are made during a period of 36 months. Fee not assessed if balance is greater than \$3,000.)
Overdraft Coverage Fee or NSF Fee	\$37 per item for each occurrence. No per item overdraft fees are charged when your account is overdrawn by \$5 or less at the end of our business day. You will not be charged for more than 10 items per business day.
Overdraft Protection Fee	\$12.00 per transfer - If You Are Enrolled In Overdraft Protection, Funds Are Moved Automatically From One Of Your Other Fifth Third Bank Accounts
Extended Overdraft Fee	The charge of \$8 per calendar day is assessed if an overdraft is not paid within five (5) business days. If an account is not brought current the daily overdraft fees will accrue as of the first calendar day of the overdraft occurrence, up to a maximum of 20 calendar days.
Negative Collected Fee	\$17.50 If the account has an average daily negative collected balance during the service charge cycle, and if the your account has a \$2,000 or more average daily negative collected balance you will be charged 18% on the average daily negative collected balance amount.
Multi Signer Base Charge	\$57.50 per month base fee for multi-signer verification
Multi Signer Per Item	\$0.052 per check requiring multiple verifications
Account Closure Fee	\$50
Charged Off Account	\$30
Excessive Withdrawal Fee (exceeding 6 withdraws per month)	\$5 per event up to a maximum of 4 events per month

Pricing structure for each service charge will vary between price per unit, flat fee or tiered pricing.

1. Partitioned Tiered Pricing: The units are priced separately based on the tier they are in.
2. Threshold Tiered Pricing: All units are priced the same based on the total number of units.



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Equal Housing Lender 

May 2015
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