

30. Severability; No Waiver. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement. With regard to terms used in this Agreement, the singular number shall include the plural and the plural shall include the singular, as appropriate. The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

31. Notices. Any notice we send you will be considered effective when it is deposited in the U.S. Mail to the address in our records, or, at our option, when transmitted or made available to you pursuant to any other method to which you have agreed in connection with your Card, including, with respect to changes to this Agreement, any means or method described in this Agreement. You agree to notify us by either calling 1-855-428-7243 or on our website www.agileprepaid.com immediately of any change in your name, your residence or mailing address or phone number. We may use any source available to us to update and validate the accuracy of this information, but we have no obligation to do so. Unless otherwise provided in this Agreement, notice from you must be in writing. Written notice from you will not be deemed given to us until it has been received by one of our representatives who is authorized by us to consider and act on your notice. If we are required by law or agreement with you to act on any notice you have given to us, you agree that we will have a reasonable opportunity to act. Our failure to act or delay in acting on any notice from you does not constitute our acquiescence in, acceptance or acknowledgement of, or agreement or consent to the terms or substance of your notice.

32. Governing Law. This Agreement, the Card, your use of the Card, the enforceability and interpretation of this Agreement, and/or any claim, dispute or controversy arising from or relating to this Agreement, whether based on contract, tort, fraud and other intentional torts, statute, regulation, constitution, common law and/or equity, are governed by and will be construed in accordance with the laws of the State of Ohio (without regard to internal principles of conflicts of law) and applicable federal law. Any provision of this Agreement that conflicts with applicable law shall automatically be deemed amended to the extent necessary to make it conform to such applicable law as of the effective date thereof and shall be binding upon you without necessitating that we formally amend this Agreement in accordance with the procedures specified in this Agreement.

33. Adverse Claims To Card Funds. If we are notified or have reason to believe that the ownership of or the right to make withdrawals from the funds stored on your Card is disputed, we have the right to rely on your Business's instructions. At our option, however, we may place a "hold" on funds until resolution of the controversy, or we may accept an indemnity satisfactory to us, or we may deposit the funds with a court until a court order directs us to do otherwise. If we choose to deposit the funds with a court, you agree to reimburse us for all attorneys' fees and court costs we incur.

34. Legal Process Affecting Your Card. Should we receive by any means, in any jurisdiction, any legal process or other legal notice that purports to have been issued by or pursuant to the authority of any court or governmental agency for the restriction of Card use, or for the withholding, seizure or turnover of Card funds, or otherwise affecting your Card or records ("Legal Process"), you hereby instruct us to, and acknowledge and agree that we may, comply with such Legal Process. You further acknowledge and agree that, in complying with Legal Process, we may limit or suspend your access to your Card, refuse to permit withdrawals or transfers from or loads to your Card, and/or take such other action as we deem appropriate or legally required in our judgment and sole discretion, without regard to the ownership or original source of the funds on deposit and without requirement that the Legal Process name you or any Authorized User. We will not contest any Legal Process on your behalf. All Legal Process is subject to our right of setoff and security interest. We may assess a fee against your Card if we are served with Legal Process affecting your Card, and you agree that, if allowed by applicable law, we may deduct such

fee from your Card funds before remitting any funds pursuant to any Legal Process. You also agree to pay any research and copy services fees, in addition to administrative and attorney's expenses we incur in responding to Legal Process affecting your Card. If you have another account with us, you authorize us to deduct fees and expenses associated with the Legal Process affecting your Card from any of your accounts without notice to you, even if such deductions result in overdrafts in any of your accounts. You may request current information about the fees we may charge in connection with Legal Process from any of our customer service representatives. We will not be responsible for any damages you may suffer as a result of our refusal to allow you to withdraw money or our refusal to authorize transactions due to any Legal Process affecting your Card, or as a result of any other act or omission on our part in connection with any Legal Process.

35. Customer Identification. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who activates a Card. What this means for you: We may ask you or Business for your name, address, social security number (or other government issued identifying numbers), date of birth, and other information that will allow us to reasonably identify you. We may also ask you or the Business for a copy of your driver's license or other identifying documents. You confirm, certify, and represent that all personal identification information and documentation that you provide to us or the Business, which constitutes part of this Agreement, is true and complete, you authorize Business to provide us such information, and you agree to notify us in the event any of such information should change. You further represent that you are able to form contracts under applicable law. You authorize the verification of your identity through credit bureaus or any other reasonable means.

36. ARBITRATION AND WAIVER OF JURY TRIAL. Subject to and except as expressly provided in the complete Arbitration Provision set forth in the Terms and Conditions section of our website www.agileprepaid.com, which Arbitration Provision is included and made a part of this Agreement, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us, whether arising before or after the effective date of this Agreement (any "Claim"). This includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement; (2) any Card or related service; (3) any charge or cost incurred pursuant to the Agreement; (4) the collection of any amounts due under the Agreement or any Card or related service; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any Card or related service, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any Card or related service, any transaction or your business, interaction or relationship with us. If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act ("FAA"). You may obtain a copy of the Arbitration Provision from our website at www.agileprepaid.com or by contacting us at the customer service telephone number provided in this Agreement. Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law. The Arbitration Provision, the agreement to arbitrate disputes and waiver of jury trial shall survive the expiration of your Card, closing of your account and the termination of this Agreement.

Schedule I – Privacy Policy

Rev. 08/13

| 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 |
| HOW? | All financial companies need to share customer's 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 THE 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 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 credit worthiness | 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 1-800-889-5269 – 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 new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer 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> |
|----------------------|---|

| | |
|------------|--|
| QUESTIONS? | Call 1-800-889-5269 or go to www.53.com. |
|------------|--|

| WHO WE ARE | |
|-------------------------------|--|
| Who is providing this notice? | Fifth Third Bank and its affiliates (please see below for a 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? | We collect your personal information, for example, when you: <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 We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |

| | |
|--|--|
| 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 credit worthiness • 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 | |
|--|---|
| Nevada law requires that we provide you with the following contact information: | |
| 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 |
| 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. | |

| CUSTOMER IDENTIFICATION PROGRAM | |
|---|--|
| 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 when 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. | |
| 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 help 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. | |

| LIST OF AFFILIATES | | |
|---|---|--|
| Fifth Third Bank, an Ohio Banking Corporation Fifth Third Insurance Agency, Inc. Fifth Third Mortgage Company Fifth Third Securities, Inc. Member FINRA/SIPC | Fifth Third Equipment Finance Company Fifth Third Assets Management, Inc Vantiv, Inc. and Vantiv, LLC SLK Global/BPO Services Pvt. Ltd | Fifth Third Holding, LLC Fifth Third Mortgage-Michigan, LLC Fifth Third Auto Leasing Trust 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 by your credit report.

Fifth Third Securities is the trade name used by Fifth Third Securities, Inc., member FINRA/SIPC, a wholly owned subsidiary of Fifth third Bank and a registered broker-dealer and investment advisor. 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.

MCC: 560096.R1

REVISION DATE: U of M CorpCons 6/12/14

CARDHOLDER AGREEMENT

This Cardholder Agreement (the "Agreement") sets forth the terms and conditions between you and Fifth Third Bank, the card issuing bank ("Issuer"), that govern the Card. This Card is issued to you pursuant to an agreement between the business through whom you received this Card or one of its affiliates (the "Business"). Your retention of, signature on, or use of the Card constitutes your acknowledgment and acceptance of this Agreement, including (but not limited to) the BINDING ARBITRATION AND JURY TRIAL WAIVER provisions herein, the provisions herein relating to our right to amend this Agreement, and the fees and charges described herein. You represent that you have elected to receive payments from Business to this Card. You should read this Agreement carefully and retain a copy for your future reference. If you do not agree to the terms and conditions in this Agreement, do not use the Card and close the Card as set forth in Section 23 below.

Customer Service, Lost or Stolen Cards, Unauthorized Transactions, Errors or Questions. If you believe your Card has been lost or stolen, your PIN has been discovered, or that someone has transferred or may transfer money from your Card without permission, or that a transaction is in error, or in the event you need to contact us pursuant to any of the provisions of this Agreement, you should call us at 1-855-428-7243 or write to us at: **8500 Governors Hill Drive, Cincinnati, OH 45249-1384, Attention Prepaid Customer Service Manager.**

IF YOUR CARD IS LOST OR STOLEN, CONTACT US IMMEDIATELY AT 1-855-428-PAID (7243). TO REPLACE A LOST OR STOLEN CARD, YOU MUST PROVIDE THE CARD NUMBER AND ANY OTHER INFORMATION WE MAY REQUEST, SUCH AS DATE OF PURCHASE, ORIGINAL VALUE LOAD AND TRANSACTION HISTORY. We may require you to provide a copy of the purchase receipt for the Card. If there are available funds remaining on the Card, we will cancel the Card and send you a replacement Card. A replacement Card may take up to 30 days to process. We reserve the right to decline to issue a replacement Card for lost or stolen Cards. If you do not obtain a replacement Card and you have available funds remaining, those funds may be presumed abandoned after a specified period of time, as provided by applicable law.

You also may obtain information about the Card and Card services at www.agileprepaid.com. You may also obtain a copy of the Issuer's Privacy Policy at www.53.com/site/global/privacy-security/consumer/privacy-policy.html or attached as Schedule I hereto. Information about the Card and Card services including the privacy policy may be amended from time to time pursuant to this Agreement.

CARD FEE SCHEDULE

Except where prohibited by law, the following fees apply to your use of the Card. Issuer reserves the right to add, subtract or modify these fees at any time pursuant to Section 27 or as otherwise provided in this Agreement.

Your Card cannot be used at ATM terminals for cash withdrawals.

| Description | Fee |
|---|----------------------------|
| Monthly Maintenance Fee charged on a Card (after 12 consecutive months of non-use) We will charge a Monthly Maintenance Fee on accounts until the balance reaches a \$0 balance | \$2.95 per month, per Card |
| Live Operator – (First such call per month at no charge, fee charged on subsequent calls per month) | \$1.00 per call |
| Reissue Fee for a lost or stolen card | \$5.00 + Postage |
| Self-Service Call to IVR (First such call per month at no charge; fee charged on subsequent calls per month) | \$0.40 per call |
| International Transaction Currency fee | 1.5% of the transaction |

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To activate your card for international use, you must first contact customer service at (855) 328-7243 (PAID) and provide the dates of your travel and the country(ies) you will be visiting. Certain countries are not supported for international transactions. If you use your Card for transactions made in currencies other than U.S. dollars, the transactions will be converted to U.S. dollars under the then-current regulations established by the card network that the transaction is processed on. Conversion to U.S. dollars may occur on a date other than the date of the transaction. The difference in the value of currency (more formally known as the exchange rate between the foreign currency and the billing currency) is either (1) a rate selected by the card network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card network itself receives, or (2) the government-mandated rate in effect on the applicable central processing date. We will impose the international fees set out in the Fee Schedule for any Card transaction (including reversals) made in a country other than the United States (including Puerto Rico, the Virgin Islands and other US territories).

| CARD LIMITATIONS SCHEDULE | | |
|---|---------|------------------------------------|
| | Minimum | Maximum |
| Load and Balance Limits | | |
| Initial Load at Activation (\$) | \$1 | \$2,000 |
| Card Balance (\$) | N/A | \$5,000 |
| Reload Limits | | |
| Reloads Per Day (#) | N/A | 3 per rolling 24 hour period |
| Daily Reload Amount (\$) | N/A | \$2,000 per rolling 24 hour period |
| Single Transaction Amount (\$) | N/A | \$1,000 per transaction |
| Transaction Limits (POS Terminals) | | |
| Transactions Per Day (#) | N/A | 7 per rolling 24 hour period |
| Daily Transaction Amount (\$) | N/A | \$1,000 per rolling 24 hour period |
| Single Transaction Amount (\$) | N/A | \$700 per transaction |

GENERAL TERMS AND CONDITIONS

1. Definitions. The following terms and definitions apply when used in this Agreement:

Business Day – means any day on which our offices are open to the public for carrying on substantially all of our business functions. Our Business Days are Monday through Friday. Holidays and days on which we may be closed due to emergency conditions are not included.

Card – means the non-personalized or personalized non-reloadable or reloadable general purpose prepaid stored value card that is issued by us and provided to you in connection with this Agreement and your arrangement with the Business (including the Card number, as the context may require, and including multiple, replacement, or substitute Cards, as the case may be, issued in connection with this Agreement).

Terminal – means, as applicable, any automated teller machine ("ATM") terminal, and/or any point of sale ("POS") terminal which may be used to access Card funds or conduct transactions using the Card.

You and your – means the person to whom the Card is issued.

We, us, and our – means Issuer, or as applicable and as the context may require, any agent, independent contractor, designee, or assignees that we may, in our sole discretion, involve in the processing of Card transactions, or the management of the Card program, and with respect to any ARBITRATION AND JURY TRIAL WAIVER provisions in this Agreement such terms also mean and refer to Issuer and its parent(s), subsidiaries, affiliates, employees, officers, directors, agents and representatives, as may exist from time to time.

Other definitions may appear elsewhere within this Agreement.

