

CREDIT CARD DISCLOSURE PAGE 1
Interest Rates and Interest Charges

Platinum Card

Annual Percentage Rate (APR) for Purchases and Balance Transfers	<p>0% introductory APR for the first 6 billing cycles.</p> <p>After that, your APR will be 10.99% to 21.99%, based on your creditworthiness. This APR will vary with the market based on the <i>WSJ</i> Prime Rate.</p>
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Cash Rewards and Platinum Rewards Cards

Annual Percentage Rate (APR) for Purchases and Balance Transfers	<p>0% introductory APR for the first 6 billing cycles.</p> <p>After that, your APR will be 12.99% to 21.99%, based on your creditworthiness. This APR will vary with the market based on the <i>WSJ</i> Prime Rate.</p>
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All Cards

APR for Cash Advances	24.99%
Penalty APR and When it Applies	<p>24.99%</p> <p>This APR may be applied to your Account if you:</p> <p>1) Make a late payment;</p> <p>How Long Will the Penalty APR Apply? If your APRs are increased because you are 60 days late, the Penalty APR will apply until you make six consecutive minimum payments when due.</p>
How to Avoid Paying Interest on Purchases	Your due date is at least 26 days after the close of each Billing Cycle. We will not charge you interest on Purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at www.federalreserve.gov/creditcard .

Fees

Annual Fees	
Annual Fee	\$0
Transaction Fees	
Balance Transfer	4% of the amount of each transfer.
Cash Advance	Either \$5 or 4% of the amount of each Cash Advance, whichever is greater.
International Transaction	3% of each transaction in U.S. dollars.
Penalty Fees	
Late Payment	Up to \$35

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Loss of Introductory APR: We may end your introductory APR for Purchases and Balance Transfers and apply the APR in effect or the Penalty APR if you make a late payment.

See Disclosure Page 2 for more important information about your account.

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Details of Conditions, Rate, Fee, And Other Cost Information

Other Fees: Convenience Check Fee: Unless your offer indicates otherwise, 4% of the total dollar amount of each check; Expedited Card Delivery Fee: \$30.00 per Account; Replacement Card Fee: \$10.00; Documentation Fee: \$5.

Information contained in this Fifth Third Bank Disclosure is accurate as of 12/08/2010 and is subject to change thereafter. To obtain more recent information, please call us at 1-866-274-2328.

The *WSJ* Prime Rate means the prime rate published in the "Money Rates" section of the online version of *The Wall Street Journal*. We determine the *WSJ* Prime Rate two days prior to the closing date of your Billing Cycle. Changes to the Daily Periodic Rate and corresponding APR for Purchases will be applied to your existing Account balance and to subsequent transactions effective the first day of the Billing Cycle in which we determine the interest rate.

Balance transfer requests will be processed in the order in which you list them, subject to a minimum of \$100 per transfer. Up to ten balance transfers may be requested at one time. If a balance transfer request is more than your Available Credit Limit, we will automatically lower the balance transfer amount to your Available Credit Limit and complete the transfer. Until your balance transfer(s) is posted, you may need to make a payment or payments to your other accounts to keep them current. Balance transfers are not subject to a grace period and may take 2 to 4 weeks to process. Balance transfers can be used to pay off non-credit card obligations; however, balance transfers cannot be used to pay off other Fifth Third Bank obligations.

California Residents: A married applicant may apply for a separate account. As required by law, you are hereby notified that a negative credit report reflected on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. If we take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished us your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency. **New York Residents:** A consumer report may be requested in connection with this application. Upon your request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which application was made. New York residents may contact the New York State Banking department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department 1-800-518-8866. **Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that all credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Rhode Island Residents:** A credit report may be requested in connection with this application. **Vermont Residents:** A consumer credit report may be requested in connection with this application or in connection with

incurred in the interest of your marriage or family. No provision of a marital property agreement, a unilateral statement under Section 766.59 of the Wisconsin Statutes or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interests of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. The creditor may give notice of the opening of any credit account to the applicant's spouse. **IF YOU ARE A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS ACCOUNT WILL BE INCURRED IN THE INTEREST OF YOUR MARRIAGE OR FAMILY.**

Arbitration: The Agreement includes an arbitration provision that allows either of us to elect to resolve, among other things, any Claim by arbitration, in which case, neither of us generally will have the right to have the Claim resolved by a judge or jury. You will not have the right to participate as a representative or member of any class of claimants pertaining to any claim, controversy or dispute subject to arbitration. Other rights that you would have if you went to court may also not be available in arbitration. For additional information, see the Agreement or write to us at: Card Center, PO Box 3676, Evansville, IN 47735.

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 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 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. Thank you for helping us to follow this Federally-mandated procedure.

Rates, fees, and terms may change: As described in the Agreement, we reserve the right to change the terms of your account (including APRs) at any time, for any reason, in addition to the APR increases that may occur for failure to comply with the terms of your account. We also reserve the right to change the benefit features associated with your card at any time.

Fair and Accurate Credit Transactions Disclosures: We may report information about your account(s) to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report.

Once you receive your new card, call 1-877-881-6018 to transfer your high rate balances and take advantage of our Introductory 0% APR[†] offer.

[†]See Interest Rates and Interest Charges disclosures on Disclosure Page 1.

Cards are issued by Fifth Third Bank, Ohio pursuant to a license from Visa U.S.A., Inc.

"I", "me", "my" in this application means each applicant named above, and "you" and "your" means Fifth Third Bank, an Ohio banking corporation that will review my credit application in its Ohio offices and may extend credit to me from Ohio under a Card Agreement accepted and made there. I certify that (a) I am at least 18 years of age, (b) I am either a citizen or permanent resident of the United States, (c) I read and understood the terms and disclosures included with this application, including arbitration, and have agreed to them, and (d) all of the information contained in this application is true, accurate and complete. You may review and verify my credit, income and employment histories and any other information needed to process this application, service my credit card account, manage your relationship with me and for any other legitimate business purpose. You may share with others, as permitted by law, such information and information about your credit experience with me. I understand a negative credit report reflecting on my credit record with you may be submitted to credit reporting agencies if I do not fulfill my credit obligations. I agree that you may obtain a consumer credit report about me in connection with processing this application, and later for account review or collection, credit line increases and other legitimate purposes including updates, renewals or future credit extensions. Upon my request, I understand you will inform me whether a consumer credit report was obtained, and if it was, the name and address of the agency furnishing the report. I understand the Privacy Policy I receive from you will describe how I may limit or authorize the way you share nonpublic personal information about me with affiliated and nonaffiliated parties. If you approve this application and I or any Co-Applicant use the account, I understand that (a) I will be bound by the terms of this application and the Card Agreement in effect from time to time, (b) you may change the account and Card Agreement terms from time to time in the manner permitted under applicable law and (c) I will be individually and jointly responsible with any Co-Applicant for what is owed on the account even if only my Co-Applicant has used the account. If I have completed the Balance Transfer request, I certify that I read and understood the terms and disclosures applicable to balance transfers included in this application and authorize you to complete my balance transfer request.

The Guarantor(s) hereby authorize the Bank to seek confirmation or clarification on certain information needed to complete this application by contacting the Financial Institution and authorize the Financial Institution to provide this information, for the sole purpose of clarification and confirmation, including material that would be deemed to be non-public personal information under the Gramm-Leach-Bliley Act, or customer financial records under the applicable state and federal financial privacy laws.

Applicants under 21 years old must either (i) have a co-applicant who is at least 21 years old and meets the minimum credit requirements who will also be liable for any debt incurred or (ii) demonstrate an independent ability to pay the debt.

Detach application. Fold and tape closed.