

Exhibit C



MasterCard Home Depot Settlement

Hello,

MasterCard and Home Depot USA, Inc are working on a settlement to provide settlement funds to MasterCard Issuers through the Alternative Recovery Program. The funds designated for the Alternative Recovery Program, are to settle claims for operational costs and fraud related losses on MasterCard branded cards believed by MasterCard to have been impacted by the Home Depot data breach. Each participating issuer will be compensated for the amount due to such issuer as calculated under MasterCard's ADC standards.

If you wish to participate in the Alternative Recovery Program, [please fill out and submit the form here](#) by December 2, 2015.

By participating in the Alternative Recovery Program, you will release MasterCard, Home Depot USA, Inc. and its acquiring banks and processors from all claims related to the Home Depot data breach.* Don't forget -- [you must submit the form here](#) **no later than December 2, 2015!**

Best,
Vantiv Communications
communications@vantiv.com



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Home Depot Settlement Program

Thanks for visiting our page. Please fill out the form below to register for the Home Depot Settlement program.

First Name *	First Name *
FI Name *	Email Address *
ACRO *	Do you wish to opt in to the MasterCard <input type="checkbox"/>

SUBMIT

Issuer Release

The Fifth Third Bank (the "Issuer"), on its own behalf, on behalf of each of the Covered Sponsored Issuers listed on Schedule I attached to this Issuer Release, and on behalf of its and their Affiliates (collectively with Issuer and its Covered Sponsored Issuers, the "Issuer Releasing Entities") irrevocably waives any right of any of the Issuer Releasing Entities to assert against Home Depot; Bank of America N.A., Banc of America Merchant Services LLC, First Data Canada Ltd. and Wells Fargo Financial Corporation Canada in their capacities as acquiring banks or providers of transaction processing services for Home Depot in the MasterCard payment card network (the "Home Depot Acquirers"); MasterCard; and the Affiliated Persons of each of them (each, a "Releasee"), and fully and finally releases each and every Releasee from, any claim or right any of the Issuer Releasing Entities might be entitled to assert and any monetary recovery or other relief that any of the Issuer Releasing Entities might be entitled to seek or receive, by reason of the Home Depot Intrusion: (i) in any litigation or other proceeding, whether currently pending, hereafter commenced, or hereafter amended (including without limitation the pending putative class action proceedings consolidated under the caption entitled In re: The Home Depot, Inc. Customer Data Security Breach Litigation, MDL No. 14-2583-TWT pending in the United States District Court for the Northern District of Georgia), (ii) under any applicable laws, rules or regulations, or (iii) pursuant to any other contractual or legal theory, in connection with any injury or harm the Issuer

Releasing Entities may have incurred or may in the future incur in its capacity as an issuer of MasterCard-branded payment cards (whether or not the matter, occurrence, or event that forms the basis for such claim or right is known to the Issuer Releasing Entity in question as of this date) (collectively, the "Released Issuer Claims").

Notwithstanding anything to the contrary in the preceding paragraph, the Released Issuer Claims shall not include (i) any claim or right any of the Issuer Releasing Entities might be entitled to assert, or any monetary recovery or other relief that any of the Issuer Releasing Entities might be entitled to seek or receive, in its capacity as an issuer of payment cards other than MasterCard-branded payment cards; (ii) any claim or right relating to or arising under this Release or the accompanying Settlement Agreement; or (iii) any claim or right of recovery that any Accepting Sponsored Issuer of the Issuer may have with respect to Qualified Accounts, if any, that the Accepting Sponsored Issuer in question issued under the MasterCard ICA of an Eligible Issuer other than the Issuer.

The Issuer represents and warrants that (i) this Release has been duly authorized, executed and delivered by the Issuer; (ii) no assignment to another person or entity has been made of, and no other person or entity has become subrogated to or otherwise acquired any interest in any right or claim that is, was, or otherwise would be a Released Issuer Claim; (iii) Schedule I hereto contains a complete and accurate list of the Issuer's Sponsored Issuers, and the Issuer has accurately identified on Schedule I hereto which of its Sponsored Issuers are Covered Sponsored Issuers; (iv) the Issuer is authorized to execute and deliver this acceptance on behalf of its Covered Sponsored Issuers; (v) none of Issuer's Qualified Accounts were issued by any of the Issuer's Sponsored Issuers other than the Issuer's Covered Sponsored Issuers; and (vi) the Issuer has received and reviewed the information attached hereto as Schedule II.

The Issuer agrees to indemnify each Releasee against and shall hold each of them harmless from any and all damage, loss, liability, fines, penalties and expense (including reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding whether involving a third-party claim or a claim solely between or among the Parties hereto) incurred or suffered by such Releasee arising out of any misrepresentation or breach of warranty made by the Issuer in this Issuer Release or any breach of any covenant or agreement made or to be performed by the Issuer Releasing Entities pursuant to this Issuer Release.

This Issuer Release, the rights of any person or entity hereunder, and any action arising hereunder, will be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to any choice or conflict of law provision that would cause the application of the laws of any other jurisdiction.