

Republic Bank & Trust Company - Cardholder Account Agreement

The following terms and conditions govern the use of your Business Cash Rewards Card Account ("Account") and any Card or other Access Device ("Access Device") issued by Republic Bank & Trust Company ("Issuer"). This account is to be used exclusively for business purposes and not for any personal, family or household purposes.

1. **RESPONSIBILITY.** By signing or permitting others to sign the Card or credit application, or by using or permitting others to use the Access Device or Account number, Customer named therein accepts these terms and conditions and assumes responsibility for all credit extended through use of the Account, except that Customer's liability for unauthorized use will be limited as hereinafter provided. Any Access Device remains the property of the Issuer and shall be surrendered upon Issuer's request. The Account and its privileges are not transferable by Customer and may be cancelled or revoked or the Credit Limit may be reduced or frozen by Issuer at any time for any reason without notice subject to any legal provisions or requirements under applicable law. Issuer has no responsibility for the refusal of any seller to honor the Account, or for merchandise or services purchased through the use of the Account. Transactions restricted by the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) are prohibited from being processed through the Account. Additional information can be obtained at 866-292-0856.

2. **UNAUTHORIZED USE, LOSS, OR THEFT.** You must notify the Issuer of loss, theft or unauthorized use of your Account by calling toll-free telephone number 1-866-292-0856, or in writing to Customer Service, P.O. Box 30495, Tampa, FL 33630 Attention: Security Department. After your notice of unauthorized use to us, your liability will not exceed \$50. Issuer may, to the extent allowed under applicable law, increase the limit of the Customer's liability for unauthorized transactions only if the Issuer determines that the Customer was grossly negligent or fraudulent in the handling of the Account or Card.

3. **CREDIT LIMIT.** Customer may use the Account to obtain credit for Purchases from authorized sellers or Cash Advances from any Bank Card lender. Purchases and Cash Advances shall also include charges approved by Issuer for Customer by means of other device, check or program for credit transactions, including any INTEREST CHARGES that result in a charge to the Account. Customer agrees not to incur charges to the Account which exceed the maximum credit authorized by the Issuer. In the event the Customer incurs charges in amounts exceeding such maximum authorized credit, the Customer shall pay immediately the amount by which the Total New Balance exceeds such maximum authorized credit.

4. **UNLAWFUL TRANSACTIONS.** You aren't permitted to use your Account for unlawful Transactions. If you do use your Account for unlawful Transactions, this Agreement still applies and you must pay us for those Transactions. You also may have to pay the Card Network and/or us for any damages and expenses resulting from that use. In addition, we may close your account.

5. **PAYMENTS.** Customer agrees to pay, in accordance with billings, indebtedness incurred for Purchases, Cash Advances, any applicable INTEREST CHARGE, the Annual Fee, any Late Payment Fee, and any other fees imposed from time to time pursuant to these terms and conditions, and in the event of Customer's breach or default in the performance of these terms and conditions, all additional costs and expenses incurred by Issuer resulting therefrom including reasonable attorney fees. All payment by Customer shall be made in U.S. dollars. Issuer may place a reasonable hold on the crediting of check payments.

6. **PERIODIC STATEMENT AND PAYMENT SCHEDULE.** Issuer will send to Customer a statement for each billing cycle in which the Total New Balance (debit or credit) for Purchases and Cash Advances exceeds \$1.00 on the last day of the billing cycle or in which an INTEREST CHARGE has been imposed. Customer must pay at least the minimum payment due disclosed on the statement which will be 2% of the Total New Balance disclosed on the statement, or \$15.00 whichever is greater (or the portion of \$15.00 that is necessary to pay the Total New Balance in full) plus all indebtedness which exceeds the Credit Limit and all amounts listed as "Past Due" on the Account. The minimum payment will be rounded up to the nearest whole dollar amount. Payments in excess of the minimum payment amount or additional payments may be made at any time but shall not affect Customer's obligation to pay succeeding monthly payments so long as any amount is due and owing on the Account. INTEREST CHARGES on the Purchases New Balance disclosed on any monthly statement may be avoided by payment of either the Total New Balance or Purchases New Balance in full on or before the Payment Due Date as disclosed on the monthly statement. If not so paid, INTEREST CHARGES will be incurred on the principal portion of the Purchases New Balance as of the Statement Closing Date as disclosed on the monthly statement, and INTEREST CHARGES will be incurred on the New Purchases posted to the Account during the next billing cycle as of the date of posting of each. INTEREST CHARGES are incurred on Cash Advances from the date the money is advanced until payment in full is received.

7. **SCHEDULE OF FEES.**

(a) Annual Fee. \$35.00 Per Card

(b) Cash Advance Limit and Fee. Cash Advances are limited to 25% of the Credit Limit. An INTEREST CHARGE will be computed on the amount of each Cash Advance as of the date of the transaction. The INTEREST CHARGE will be either \$10.00 or 3% of the Cash Advance, whichever is greater. Any Cash Advance INTEREST CHARGE may increase the actual Annual Percentage Rate.

(c) International Transaction Fee. Transactions processed outside the United States will be charged an International Transaction Fee of 3% of each transaction in United States dollars. See Section 18 below for further information.

(d) **Balance Transfer Limit and Fee.** A balance transfer fee (greater of \$5.00 or 3% of the total dollar amount transferred) will be applied to your Account when the requested transfer is processed. The Fee, and the transfer transaction, will appear on your monthly Account Statement. Fees may increase your Minimum Amount Due on your next monthly statement. See Section 9 for further information.

(e) Late Payment Fee. If a payment of at least the amount of the minimum required payment disclosed on the periodic statement is not received by the Payment Due Date, a penalty fee up to \$27.00 will be imposed.

(f) Over the Limit Fee. NONE

(g) Returned Payment Fee. If any check or other instrument given for payment of the Account is dishonored for any reason, a penalty fee up to \$27.00 will be imposed.

(h) Expedited Phone Payment. An Expedited Phone Payment Fee of \$6.00 will be imposed if the payment involves an expedited service by a service representative.

(i) Rush Card Fee. \$25.00 Domestic, \$100 International

(j) Reissue Fee. NONE

8. **INTEREST CHARGE.** The INTEREST CHARGE calculation method applicable to your Account for Purchases and Cash Advances that you obtain through the use of your Account or Card is Average Daily Balance (including new purchases) as specified on your monthly periodic statement and explained below:

Purchases. To avoid incurring additional INTEREST CHARGE on the balance of purchases reflected on your periodic statement and, on any new purchases appearing on your next periodic statement, you must pay the New Balance in full shown on your monthly statement on or before the Payment Due Date. The grace period for the New Balance of purchases extends to the Payment Due Date. We calculate the INTEREST CHARGES for a billing cycle by applying the monthly Periodic Rate to the Average Daily Balance of purchases. To get the Average Daily Balance, we take the beginning balance of your account each day, add any new purchases and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

Cash Advances. The INTEREST CHARGE on Cash Advances begins from the date you obtained the Cash Advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period. We calculate the INTEREST CHARGES for a billing cycle by applying the monthly Periodic Rate to the Average Daily Balance of your account. To get the Average Daily Balance, we take the beginning balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance.

Balance Transfer. The INTEREST CHARGE on Balance Transfers begins from the date the Balance Transfer is posted to your account. There is no grace period. We calculate the INTEREST CHARGES for a billing cycle by applying the monthly Periodic Rate to the Average Daily Balance of your account. To get the Average Daily Balance, we take the beginning balance of your account each day, add any new cash advances, and subtract any payments, credits, non-accruing fees, and unpaid INTEREST CHARGES. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. Minimum Interest Charge. We will charge a minimum INTEREST CHARGE for purchases of \$.50 and a minimum INTEREST CHARGE for Cash Advances of \$3.00 for each billing period in which an INTEREST CHARGE is payable. The INTEREST CHARGE will be added to your purchase balance and/or Cash Advance balance.

9. **BALANCE TRANSFER.** Requests will be processed in the order in which you list them. The minimum transferable amount is \$100.00 per transfer. Up to three (3) 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 continue making payments to your other accounts to keep them current. Balance transfers are not subject to a grace period, and may take 1 to 2 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 Issuer obligations. **Balance Transfers** are limited to the amount of the Credit Limit. An INTEREST CHARGE will be computed on the amount of each Balance Transfer as of the date of the transaction. Upon request for balance transfer cardholder will be required to complete and sign balance transfer form.

10. **CASH REWARDS.** Customer will earn 1.25% cash back on net purchase (purchase minus any credits or returns) only. Purchases do not include balance transfers, cash advances, ATM transactions, convenience checks, disputed or unauthorized purchases/fraudulent transactions, Card Account fees and finance charges. Your Account must be open and in good standing (i.e., not cancelled, delinquent, terminated, over the limit, lost or otherwise not available for your use as a payment method) prior to redemption.

Redeeming Cash Rewards:

Statement Credits:

- Statement Credit - Minimum request of \$25 up to the total cash rewards balance at the time you redeem;
- Your statement credit will post to your account within 5-7 business days and will appear on your next statement after it is posted.
- The credit is applied to the overall balance on the account, which means that you must still make the monthly minimum payment due.

• Statement credits may not be canceled or returned

Gift Card:

- Gift Card - Visit www.scorecardrewards to view available gift cards and redemption values
- Allow 4-6 weeks after shipment has been confirmed. If after 4-6 from shipment, you have not received your gift card, you may call customer service at 1-800-854-0790 to inform Republic. Subject to authorization, you may return gift card only in the event of defective or damaged gift card.
- Gift cards are subject to the terms and conditions set by the merchant who issues the gift card.

Direct Deposits:

- Direct deposit is only available to your linked Republic savings or checking account.
- The direct deposit credit will appear in the account you have selected in 5-7 business days
- Direct deposit requests may not be canceled or returned.

You are responsible for any taxes that may be due on cash rewards redemptions.

11. **ANNUAL PERCENTAGE RATE.** The INTEREST CHARGE on Purchases and Cash Advances will be computed by applying a monthly periodic rate computed as follows:

Monthly Periodic Rate	Corresponding Annual Percentage Rate
1/12 of Annual Percentage Rate	Prime Rate Plus 13.2%

The Annual Percentage Rate ("APR") is a variable rate. The APR shall be based on the highest Prime Rate listed in the Money Rate section of the Wall Street Journal on the 1st day of each month (or if the 1st is a Saturday, Sunday, or holiday, the next business day) and adding 13.2% to that rate, not to exceed 21%. Any change in the APR will go into effect on the first day of your new billing cycle that follows the effective date, as herein defined, of the Wall Street Journal published Prime Rate change. Any increase or decrease in the Prime Rate may result in an increase or decrease in the INTEREST CHARGE imposed on your account and the minimum payment due.

12. **DEFAULT.** The Account balance will, at Issuer's option, become immediately due and payable, without notice, in the event that (a) Customer becomes bankrupt or insolvent, or (b) Customer fails to make payments due on the Account, incurs charges which exceed the maximum authorized credit limit or otherwise breaches the Account terms or conditions, or (c) Issuer receives information which causes it to believe Customer is unwilling or unable to perform under these Account terms and conditions, or (d) attachment or garnishment proceedings are instituted against Customer. Failure by Issuer to assert any rights hereunder shall not waive such rights.

13. CONFIDENTIALITY. Bank acknowledges that information it obtains from Company in connection with this Agreement may be confidential, and Bank will maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. Company acknowledges the proprietary rights of Bank and/or any service provider of Bank in all materials received by Company in connection with this Agreement, including, but not limited to, this Agreement, the Business Cash Rewards Card Account Cardholder Agreement, user identification codes, passwords, security devices, imbedded algorithms, software, user manuals and all other materials ("Materials") used in connection with this Agreement. Company will keep such Materials confidential, use such Materials only as permitted under this Agreement, and notify Bank promptly if any of the Materials are accessed, lost, stolen or otherwise compromised. Company's obligation respecting the confidentiality of the Materials shall survive the termination of this Agreement.

14. SECURITY. If Issuer already holds any security interest created in any previous transaction for any property that secures other or further indebtedness of Customer to Issuer, such security interest will secure payment of the Account balance. Notwithstanding contrary provisions of any obligation of Customer to Issuer, Issuer waives any security interest which it has or may have in any property that is or becomes the principal dwelling of the Customer or any other person as security for payment of the Account balance. If the Account is one for which the Company has signed a Security Agreement granting Bank a security interest in a specifically-identified deposit account maintained by Company at Bank ("Deposit") to secure the prompt payment of amounts owing from time to time on the Account, Company agrees as follows: (i) IF ANY AMOUNT OWING ON THE Account is not paid when due, Bank may apply part or all of the Deposit to pay such amount, after deducting from the Deposit any applicable early withdrawal penalty; and, (ii) Company shall maintain the Deposit at all times when the Account is open and for fifteen (15) days after the Account is closed or terminated, in an amount not less than the greater of (a) the then current (or in the case of a closed or terminated Account, the most recent) credit limit assigned by Bank for the Account; or (b) the amount then owing on the Account.

15. CREDIT INVESTIGATION. Company authorizes Bank whenever Bank deems it necessary and appropriate to make credit investigations of Company and to obtain credit reporting agency reports on the principals of the Company or any guarantor of Company's obligations hereunder. Company agrees that upon request of Bank, Company shall furnish financial statements in sufficient detail as Bank may require.

16. CANCELLATION. Customer may cancel this Agreement upon notification in writing to Issuer. If the Account is cancelled, Customer shall be responsible to pay all amounts due prior to such cancellation, including amounts that have not yet been posted to Customers Account.

17. CHANGES TO THIS AGREEMENT. Issuer may amend or modify these terms and conditions at any time, effective forty-five (45) days after written notice thereof is mailed to Customer. Any changes in these terms and conditions, including, without limitation, changes in the ANNUAL PERCENTAGE RATE and the Periodic Rate, shall be effective as to future Purchases and Cash Advances. If required by applicable law, the notice will advise you of any right you may have, and any steps you must take, to reject the changes. If you properly notify us that you reject the changes, your Account will be closed and you will be obligated to pay your outstanding balance under the terms of the Agreement in effect on the date you received the notice of changes. If you do not properly notify us that you reject the changes by the date stated in the notice, you will be deemed to have accepted all changes in the notice and to have accepted and confirmed all terms of your Agreement. Issuer may, in its sole discretion, waive imposition of the any Annual Fee, Late Payment Fee, or any other provision(s) of these Account terms and conditions; however, Issuer shall have no obligation to do so, and any such waiver shall be limited to the particular instance or transaction involved and shall not constitute a waiver or authorize the non-observance of the same or any other provision of these Account terms and conditions on any other or future occasion.

18. INTERNATIONAL TRANSACTIONS. Purchases and Cash Advances occurring in foreign countries and billed in foreign countries will be billed to your Account in U.S. dollars. Transactions processed outside the United States will be charged an International Transaction Fee of 3%. The monetary exchange rate will be 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 the government mandated rate in effect for the applicable central processing date, plus the applicable International Transaction Fee.

19. CHOICE OF LAW. Except to the extent superseded by Federal Law, this Agreement shall be subject to and interpreted under the laws of the Commonwealth of Kentucky. If any part of this Agreement is held to be invalid, void or unenforceable, all other provisions of this Agreement shall remain valid and enforceable.

20. CALL MONITORING. We may monitor and record any calls between you and us.

21. MERCHANT REFUNDS. A merchant refund to your Account will post to your Account as a credit. We don't control when a merchant sends an Account credit. We'll choose how to apply the credit to your existing Account balances. If a credit creates a credit balance on your Account, we'll mail you a check for the amount of the credit balance is outstanding for 180 days. Note: Some merchants, including merchants outside of the U.S., may charge you a fee to use your Card for a Purchase. The fee will be either a percentage or the amount of your purchase, or a flat fee, and will be added to the amount of your purchase. Usually, a merchant will tell you about this fee before you use your Card, but not always. We don't control these fees, and can't prevent them.

22. REOCCURRING AUTHORIZED TRANSACTIONS. If you authorize a merchant or any other person to charge your Account for reoccurring Transactions, you must notify the merchant if:

- You want to discontinue these Transactions;
- Your Account is closed;
- Your Account number changes;
- Your Card expiration date changes.

Republic Bank does use a service to notify merchants that have reoccurring payments setup that card information has changed. Not all merchant participate in this service therefore you're responsible for reinstating and/or ensuring any reoccurring authorized Transactions are setup with the merchant directly.

23. CONSENT. When you give us your phone number, we have your permission to contact you at that number about all your Republic Bank accounts. Your consent allows us to use artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. If the phone number you provide is your cell phone number, you give us consent to use text message in addition to the communication methods listed above for informational and account service messages, but not for telemarketing or sales messages. Message and data rates may apply. To opt-out of this service or update your preferences call us at 1-866-292-0856 or write us at:

Contact Center
Republic Corporate Center,
601 West Market Street, Louisville, Kentucky 40202

24. NAMELESS CARDS. If you request that we issue Cards without the individual Cardholder's name embossed or otherwise noted on the Card (a "Nameless Card"), you acknowledge that we strongly recommend against the use of Nameless Cards. Nameless Cards present, among other risks, the increased risk of loss to you from fraud and unauthorized or improper use. If you nevertheless request that we issue Nameless Cards, you assume all known and unforeseeable risks associated with the use of a Nameless Card and release us and our Representatives from any and all liability for issuing and the use of a Nameless Card.

25. WAIVER OF RIGHTS BY BANK. Bank may, but shall have no obligation to, waive any rights of Bank under this Agreement. Any such waiver shall be limited to the particular instance or transaction involved and shall not constitute a waiver or authorize the nonobservance of the same or any other provision of this Agreement on any future occasion.

26. NOTICES. Any permitted or required notice hereunder shall be sent as follows:

If to Bank:

at: 601 West Market Street, Louisville, KY 40202
Attention: Republic Bank Credit Card Department

27. SUCCESSOR AND ASSIGNS. This Agreement and Company's obligations hereunder may not be assigned or transferred by Company without the prior written consent of Bank. All terms and provisions of this Agreement will inure to the benefit of each party and its successor and permitted assigns.

28. LIMITATION OF LIABILITY. Bank shall not be liable to Company or any Cardholder for any action taken or omitted to be taken in connection with this Agreement except for direct damages arising from Bank's gross negligence or willful misconduct. In no event shall Bank be liable to Company or to any Cardholder for consequential, incidental, special or punitive damages or for lost profits or for lost data.

29. DISCLAIMER OF WARRANTY. ALL SERVICES, EQUIPMENT, SOFTWARE AND OTHER PRODUCTS PROVIDED BY BANK IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS AND BANK EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

30. MILITARY LENDING ACT. The provisions of this section only apply to certain members of the Armed Forces and their dependents. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

31. CREDIT BALANCE. We will make a good faith effort to return to you any credit balance that has been on your Credit Card Account longer than six consecutive Billing Cycles (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Credit Card Account at any time by sending your request to Card Operations 601 West Market Street, Louisville, KY 40202, by first class mail, postage prepaid. We may reduce the amount of any credit balance on your Credit Card Account by applying the credit balance towards new fees and charges posted to your Credit Card Account. We do not pay any interest on credit balances.

INTEREST RATE AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchase	0% Introductory APR for 9 months from the date of first purchase when purchases are completed within 60 days from the date of the account approval. After that, 17.70% , APR can vary monthly with the market based on the Prime Rate published in the Wall Street Journal.
APR for Balance Transfers	17.70% This APR can vary monthly with the market based on the Prime Rate published in the Wall Street Journal.
APR for Cash Advances	17.70% This APR can vary monthly with the market based on the Prime Rate published in the Wall Street Journal.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50 on purchases and \$3.00 on cash advances.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .
FEES	
Annual Fees	\$35 Per Card
Transaction Fees • Cash Advance Fee • International Transaction Fee • Balance Transfer Fee	Either \$10 or 3% of the amount of each cash advance whichever is greater. 3% of each transaction in U.S. dollars. Either \$5 or 3% of the amount of each transfer, whichever is greater.
Penalty Fees • Late Payment Fee • Over the Limit Fee • Returned Payment Fee	Up to \$27. NONE Up to \$27.
Other Fees • Expedited Phone Payment • Rush Card Fee • Reissue Fee	\$6 \$25 Domestic/\$100 International NONE

How we will calculate your balance: We use a method called "average daily balance (including new purchases)".

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Account Agreement.

The information about the costs of the card described in this application is accurate as of the date below. This information may have changed after that date. To find out what may have changed, write to us at:

Republic Bank & Trust Company
601 West Market Street | Louisville, KY 40202-2700
Rate updates as of 01/01/2018

The Annual Percentage Rate ("APR") is a variable rate. The APR shall be based on the highest Prime Rate listed in the Monthly Rate section of the Wall Street Journal on the 1st day of each month (or if the 1st is a Saturday, Sunday, or holiday, the next business day) and adding 13.2% to that rate based on your credit worthiness at time of application, not to exceed 21%. Any change in the APR will go into effect on the first day of your new billing cycle that follows the effective date, as herein defined, of the Wall Street Journal published Prime Rate change and may result in an increase or decrease in the INTEREST CHARGE imposed on your account.

Ohio Residents Only: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit-reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.