

## Republic Bank & Trust Company - Cardholder Account Agreement

The following terms and conditions govern the use of your MASTERCARD® 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 MASTERCARD® 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 MASTERCARD® 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. 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.

**5. 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.

### 6. SCHEDULE OF FEES.

(a) **Reissue Fee.** NONE

(b) **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.

(c) **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 of \$27.00 will be imposed.

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

(e) **Annual Fee.** \$35.00 Per Card

(f) **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 3.00 or 3% of the Cash Advance, whichever is greater. Any Cash Advance INTEREST CHARGE may increase the actual Annual Percentage Rate.

(g) **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 16 below for further information.

(h) **Over the Limit Fee:** NONE

(i) **Rush Card Fee:** \$25.00

**7. 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.

**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.

**8. CASH REWARDS.** Customer will earn 1.25% cash back on net purchase (purchase minus any credits or returns) only. No cash rewards are earned for finance charges, fees, cash advances, balance transfers, ATM withdrawals, foreign transaction currency conversion charges and convenience checks used to access your Account. Cash Rewards will accrue annually from a time period of December 1 to the following November 30. 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) as of December 15th following the November 30th period end. The cash reward will be applied to your December statement in the form of a statement credit.

**9. 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

1/12 of Annual Percentage Rate

### Corresponding 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 MASTERCARD® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MASTERCARD® itself receives, or the government mandated rate in effect for the applicable central processing date, plus the applicable International Transaction Fee.

**17. 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.

**18. 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.

**19. 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

**20. 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.

**21. 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.

**22. 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.

<b>INTEREST RATE AND INTEREST CHARGES</b>	
<b>Annual Percentage Rate (APR) for Purchase</b>	<b>17.45%</b> This APR can vary monthly with the market based on the Prime Rate published in the Wall Street Journal.
<b>APR for Cash Advances</b>	<b>17.45%</b> This APR can vary monthly with the market based on the Prime Rate published in the Wall Street Journal.
<b>Paying Interest</b>	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 on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$0.50 on purchases and \$3.00 on cash advances.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .
<b>FEES</b>	
<b>Annual Fees</b>	<b>\$35 Per Card</b>
<b>Transaction Fees</b> • Cash Advance Fee • International Transaction Fee	Either <b>\$3</b> or <b>3%</b> of the amount of each cash advance whichever is greater. <b>3%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b> • Late Payment Fee • Over the Limit Fee • Returned Payment Fee	<b>\$27</b> <b>NONE</b> <b>\$27</b>
<b>Other Fees</b> • Expedited Phone Payment • Rush Card Fee	<b>\$6</b> <b>\$25</b>

**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 7/3/2017

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.