

## Republic Bank & Trust Company - Cardholder Account Agreement

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

1. **RESPONSIBILITY.** Upon approval of your application for a Corporate Purchasing Card Account ("Account") and execution of this Agreement, Bank will issue a Corporate Purchasing Card(s) ("PCard(s)") to eligible Company employees approved by you who have executed a Bank PCard Cardholder Agreement. Bank will mail a PCard directly to the PCard Cardholder. While a PCard may be used only for Company-business purposes; you may request us to restrict purchases of certain goods and services and limit the dollar amount of permitted purchases. You nevertheless agree that Company will be obligated to pay all charges incurred by your employee(s)'s use of a Company PCard, whether or not such charge was authorized by you and whether or not the amount(s) of the charge(s) exceeded your internal guidelines. You also agree and will so advise your employees that the PCard may not be used for personal charges nor for any illegal transaction. 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 1-866-292-0856.

2. **UNAUTHORIZED USE, LOSS OR THEFT.** You must notify Bank promptly of the loss, theft or unauthorized use of a PCard or your PCard account by calling us toll-free at 1-866-292-0856 or by 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. Bank may, to the extent allowed under applicable law, increase the limit of the Customer's liability for unauthorized MASTERCARD® transactions only if Bank determines that Company was grossly negligent or fraudulent in the handling of the Account or Card.

3. **CREDIT LIMIT.** Company may authorize its employees to use the Account to obtain credit in amount(s) established by Company for Purchases from authorized sellers. Purchases shall include any interest charges that result in a charge to the Account. Company will not incur charges to the Account that exceed the maximum credit authorized by the Bank, and Company will caution its employees not to exceed their individual PCard Cardholder limits. In the event Company incurs charges in amounts that exceed Company's maximum authorized credit, Company shall immediately pay the amount by which the Total New Balance exceeds such maximum authorized credit.

4. **PAYMENTS.** Company agrees to pay, in accordance with monthly or other periodic billings, indebtedness incurred for Purchases and applicable INTEREST CHARGES, the Annual Fee, Late Payment Fee, and/or any other fees as are imposed from time to time pursuant to this Agreement, and in the event of Company's breach or default in the performance of its obligations under this Agreement, all additional costs and expenses incurred by Bank resulting from such breach or default, including reasonable attorney fees. Company acknowledges that Bank has no responsibility for the refusal of any seller to honor the PCard or for merchandise or services purchased through the use of a PCard. All payments will be made by the Company in U.S. dollars. Bank may place a reasonable hold on check payments.

5. **PERIODIC STATEMENT AND PAYMENT SCHEDULE.** Bank will send to Company a statement for each monthly billing cycle in which the Total New Balance for Purchases exceeds \$1.00 on the last day of the billing cycle or in which an INTEREST CHARGE has been imposed. Company 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 in full) plus all indebtedness which exceeds the Authorized 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 such payments shall not affect Company'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 the payment of either the Total New Balance or the Purchases New Balance in full on or before the Payment Due Date 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 disclosed on the monthly statement, and INTEREST CHARGES will be incurred on the New Purchases posted to the Account during the next monthly billing cycle as of the date of posting.

### 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. Customer agrees to pay bank an Annual Fee in the amount of \$75.00 per Company for the Account in consideration of the benefits and services thereby made available to Customer other than extensions of credit. Such Annual Fee will be charged irrespective of whether an INTEREST CHARGE is incurred on the Account, and no INTEREST CHARGE incurred will be credited in whole or in part to payment of the Annual Fee per Company. The Annual Fee is payable in advance for each year, and will be charged to the Account annually per Company. No refund of any part of the Annual Fee will be made in the event of cancellation of the Account or return of the Card for any reason.

(f) 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 15 below for further information.

(g) Over the Limit Fee: NONE

(h) Rush Card Fee: \$25.00

7. **INTEREST CHARGE.** The INTEREST CHARGE calculation method applicable to your Account for Purchases 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. Bank calculates

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, Bank takes 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 Bank adds 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 for each monthly billing period in which an INTEREST CHARGE is payable. The INTEREST CHARGE will be added to your Purchase balance.

8. **ANNUAL PERCENTAGE RATE.** The Annual Percentage Rate ("APR") is a fixed rate of 18% for Purchases. The monthly periodic rate is 1/12 of the APR or 1.5%.

9. **DEFAULT.** The Account balance will, at Bank's option, become immediately due and payable, without notice, in the event that (a) Company becomes bankrupt or insolvent; (b) Company fails to make payments due on the Account, incurs charges which exceed the maximum authorized credit limit or otherwise breaches this Agreement; (c) Bank receives information which caused Bank to believe that Company is unwilling or unable to perform its obligations under this Agreement; or (d) attachment or garnishment proceedings are instituted against Company. Failure by Bank to assert its rights hereunder shall not waive such rights.

10. **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 PCard 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.

11. **SECURITY.** If Bank already holds a security interest created in any previous transaction in any property that secures other or future indebtedness of Company to Bank, such security interest will also secure payment of the Account balance. Notwithstanding contrary provisions of any obligation of Company to Bank, Bank waives any security interest which it has or may have in any property that is or becomes the principal dwelling of any signer of the Agreement on behalf of Company or of any PCard Cardholder as security for the 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.

12. **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.

13. **CANCELLATION.** Bank may cancel this Agreement at any time upon notice to Company. Company may cancel this Agreement upon notification in writing to Bank. If the Agreement is cancelled by either party, Company shall remain responsible to pay all amounts due prior to such cancellation, including amounts that have not yet been posted to Company's Account.

14. **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. 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 the changes. If you do not properly notify us that you reject the changes by the dates 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 any Annual Fee, Late Payment Fee, or any other provision(s) of the 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 of authorize the non-observance of the same or any other provision of these Account terms and conditions on any other or future occasion.

15. **INTERNATIONAL TRANSACTIONS.** Purchases occurring in foreign countries and billed in foreign countries will be billed to Company 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.

16. **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 be remain valid and enforceable.

17. **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.

18. **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.

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. LIMITATION OF LIABILITY. Bank shall not be liable to Company or any PCard 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 PCard Cardholder for consequential, incidental, special or punitive damages or for lost profits or for lost data.

21. 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>18%</b>
<b>How to Avoid Paying Interest on Purchases</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.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$0.50.
<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>\$75 Per Company</b>
<b>Transaction Fees</b> • <b>International Transaction Fee</b>	<b>3%</b> of each transaction in U.S. dollars.
<b>Penalty Fees</b> • <b>Late Payment Fee</b> • <b>Over the Limit Fee</b> • <b>Returned Payment Fee</b>	<b>\$27</b> <b>NONE</b> <b>\$27</b>
<b>Other Fees</b> • <b>Expedited Phone payment</b> • <b>Rush Card Fee</b>	<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 8/01/16

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.