

Republic Bank & Trust Company - Cardholder Account Agreement

The following terms and conditions govern the use of your MASTERCARD® Personal Cash Rewards Card Account ("Account") and any Card or other Access Device ("Access Device") issued by Republic Bank & Trust Company ("Issuer").

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, other than Billing Rights. 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 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, Cash Advances, and Balance Transfers from any Bank Card lender. Purchases, Cash Advances, and Balance Transfers 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, Balance Transfers, 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 payments 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, Cash Advances, and Balance Transfers, 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.** NONE

(f) **Cash Advance Limit and Fee.** Cash Advances are limited to the amount 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 17 for further information.

(h) **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 8 for further information.

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

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

7. INTEREST CHARGE. The INTEREST CHARGE calculation method applicable to your Account for Purchases, Cash Advances, Balance Transfers, and Checks that you obtain through the use of your Account or Card is the 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 the Cash Advance 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.

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, a minimum INTEREST CHARGE for Cash Advances of \$3.00, and a minimum INTEREST CHARGE for Balance Transfers of \$5.00 for each billing period in which an INTEREST CHARGE is payable. The INTEREST CHARGE will be added to your purchase balance, Cash Advance balance, or Balance Transfer.

8. 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.

9. CASH REWARDS. Customer will earn 1% 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, checks, 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.

10. ANNUAL PERCENTAGE RATE. The INTEREST CHARGE on Purchases, Cash Advances, and Balance Transfers 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 10.2% - 17.2%

The Annual Percentage Rate ("APR") is a variable rate and will be based on your creditworthiness. 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 10.2%-17.2% 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.

11. ADDITIONAL CARDHOLDER(S). We may issue cards to Additional Cardholders approved by you. Additional Cardholders may not have accounts with us but they are able to access and utilize your Account subject to the terms of this Agreement. We may, in our discretion, report Additional Cardholders when we report to credit reporting agencies regarding the Account. You are responsible for all use of your Account by Additional Cardholders and anyone they allow to use your Account. You are responsible for all charges made by Additional Cardholders. You authorize us to give Additional Cardholders information about your Account. If you want to cancel an Additional Cardholder's right to use your Account (and cancel their Account card) you must give us a reasonable time to process the request. You may notify us either in writing, verbally, or via electronic mail at:

Republic Bank
ATTN: Card Operations
601 West Market Street
Louisville, KY 40202

Or via email at:
creditcard@republicbank.com

Or via phone at:
1-866-292-0856

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. 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.

14. CREDIT INVESTIGATION. Customer authorizes Issuer at any time to make credit investigations which are deemed necessary in Issuer's discretion and Customer agrees to furnish financial statements which may be requested at any time and in sufficient detail as Issuer may require.

15. 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.

16. 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, Cash Advances, Balance Transfers, and Checks. 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 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.

17. 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.

18. 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, with all interest and assessments authorized pursuant to KRS 286.6.

19. A MASTERCARD CARD may not be used for any illegal transaction.

20. YOUR BILLING RIGHTS.

Your Billing Rights: Keep This Document For Future Use:

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at:

Customer Service
PO Box 30495
Tampa, FL 33630

In your letter, give us the following information:

- Account information: Your name and last four (4) of the account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
 - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (NOTE: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Customer Service
PO Box 30495
Tampa, FL 33630

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

INTEREST RATE AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchase	0% Introductory APR for 6 months from the date of first purchase when purchases are completed within 60 days from the date of the account approval. After that, 14.45%-21.00% , based on your creditworthiness at time of application. After account approval, your APR can vary monthly with the market based on the Prime Rate published in the Wall Street Journal.
APR for Balance Transfers	0% Introductory APR for 126 months from the date of first transfer when transfers are completed within 60 days from the date of the account approval. After that, 14.45%-21.00% , based on your creditworthiness at time of application. After account approval, your APR can vary monthly with the market based on the Prime Rate published in the Wall Street Journal.
APR for Cash Advances	14.45%-21.00% Based on your creditworthiness at time of application. After account approval, your 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 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, Balance Transfers, or Checks.
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	NONE
Transaction Fees • Cash Advance Fee • International Transaction Fee • Balance Transfer Fee	Either \$3 or 3% of the amount of each cash advance whichever is greater. 3% of each transaction in U.S. dollars. \$0 Introductory Fee on balance transfers made within the first 60 days of account approval. After that: 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	\$27 NONE \$27
Other Fees • Expedited Phone Payment • Rush Card Fee	\$6 \$25

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 07/03/16

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 10.2%-17.2% 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.