

# REPUBLIC BANK

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## **Deposit Account Rules and Important Disclosures for Business Accounts**

BUSINESS REVISED FEB 2025

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## I. INTRODUCTION

Thank you for opening an Account with Republic Bank & Trust Company. Please read this entire agreement carefully so you understand your rights and obligations for your deposit Account and deposit relationship with us. In these Account Rules, "Republic," "Bank," "we," "us" and "our" all refer to Republic Bank & Trust Company. "You" and "your" refer to each and every Account owner of the Account and each and every other person with authority to withdraw funds from the Account or otherwise operate the Account, both jointly and severally, including use of the Card and/or other Access Devices issued in conjunction with the Account.

## II. BINDING CONTRACT

These Deposit Account Rules and Important Disclosures for Business Accounts ("Account Rules Account signature card, and other Account opening documents for your Account or Card are part of the binding contract between you and us (the "Agreement") for your Account. They contain the terms of our agreement with you. Please read all of these documents carefully. These Account Rules also summarize certain laws and regulations that apply to common transactions, provide some disclosures for deposit Accounts required by law, and establish terms that cover some transactions or situations that the law either does not cover or allows us to change by this contract. The Fee Schedule lists our Account fees. When you complete our Account opening documents (i.e., when you sign our signature card), request an Account, use a Card and/or other Access Device associated with the Account, or keep your Account open, you acknowledge that you have reviewed and understand the terms of the Agreement and you agree to be governed by these terms. You understand that the Agreement terms and these Account Rules, as we may change or supplement them periodically, govern your deposit Account and your deposit relationship with us. We give our Account Rules to you when we open your Account, along with the other terms of the Agreement. You may obtain additional copies of the Agreement or Account Rules at a banking center or online at [www.republicbank.com](http://www.republicbank.com). Our deposit relationship with you is that of debtor and creditor. The Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between us regardless of how you title your Account, or whether you yourself act in a fiduciary or similar capacity with respect to funds deposited with us. We owe you only a duty of ordinary care. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply by law without such policies or procedures, or whether you yourself act in a fiduciary or similar capacity with respect to funds deposited with us.

## III. DEFINITIONS

Certain words in the Account Rules and other disclosures have specific meanings as they are used throughout the documents. These words and their meanings are defined in this section.

- **Access Device:** Means a Republic Card, code, or other means of access to your account, or any combination thereof, that may be used to initiate electronic fund transfers.
- **Account:** Any business deposit account you have with us, such as a Checking or Savings Account, which is held or maintained primarily for business or commercial purposes.
- **ACH (Automated Clearing House):** An electronic funds transfer system for making deposits to, or withdrawals from, your Account that we receive or send through the "automated clearing house" network administered by the National Automated Clearing House Association (NACHA). Common examples of ACH transfers include a direct deposit of payroll, or a one-time or recurring payment to a utility company.
- **ATM (Automated Teller Machine):** An electronic device owned and operated by or on behalf of Republic or other banks (or bank networks) that provides many of the same services as a teller, including the ability to make cash withdrawals and deposits. Except where noted, the term "ATM" includes our Interactive Teller Machines (ITMs) when your Card is used to initiate a transaction at an ITM.
- **Available Balance:** Your Account's Available Balance is generally the most up-to-date record of the amount of money immediately available for your use or withdrawal. Your Available Balance will generally reflect Holds on your Account. It will not reflect transactions in your Account we don't know about, such as a Check you write that has not yet been presented to us for payment. Notably, your Available Balance will include deposits made after the cut-off times listed below even though the amount of those deposits may not be available to pay checks or other Items presented to us for payment on the same Business Day.
- **Business Day:** Our Business Days are Monday through Friday, excluding federal holidays.
- **Current Balance:** Your Current Balance is the balance of your Account considering the full amount of any transactions that have been posted by the Bank as determined at the end of each Business Day. For more information, please see the section entitled YOUR ACCOUNT BALANCE in these Account Rules. On the bottom of your Statement the Current Balance will be identified as your "Current Balance Summary." Notably, your Current Balance may include funds that are on Hold and therefore not available to pay Items presented to the Bank as part of our End of Day Processing.
- **Card:** This term includes every type of business or commercial debit and ATM card we may issue. This term does not include any credit cards, prepaid cards, third-party merchant card, or a consumer debit card unless otherwise noted.
- **Check:** A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. If a Check is sent or returned as an electronic image or as a substitute Check, it is still considered a Check.
- **End of Day Processing:** The process at the end of each Business Day (applying our Posting Order sequence described below) through which we determine whether your Account has enough money to pay Items presented to the Bank. End of Day Processing also determines, among other things, which Items are paid, which Items are returned, and what related fees you are charged, as well as your Current Balance for the next Business Day.
- **Hold:** Any amount of money in or associated with your Account that is unavailable to you due to the delayed availability of a deposit. A Hold may be placed for more than your Available Balance. Details about the amount and timing of a Hold will be included in any hold notice you receive. Examples of reasons a Hold may be placed on funds include when we place a Hold on an amount of a Check which you have deposited into your account, or a Hold on an amount specified in a court order received by us. Funds that are on Hold will not be used to pay Items presented to the Bank as part of our End of Day Processing.
- **Item:** An Item is an order, instruction, or authorization to withdraw or pay funds or money from an Account each time it is presented to the Bank. Examples include a Check, draft, and an electronic transaction (including ACH transfers), an ATM withdrawal, and a purchase using a Card to access an Account. Such an Item may be presented to the Bank multiple times (for example, by a merchant) and subject to fees and other terms herein each time it is presented. An Item also includes a purported order, instruction, or authorization to withdraw or pay funds or money from an Account, unless otherwise prohibited by law or regulation.
- **Overdraft:** An Overdraft occurs when you do not have enough money in your Account to cover an Item and/or fee, but we pay or charge it anyway. We offer a variety of Overdraft protection programs, but in general we are not obligated to pay Items that you do not have money to pay. If we pay them, you may be responsible for an Overdraft Fee. (Details on how we process Items each Business Day and potentially assess Overdraft Fees and other applicable fees are described below.)
- **Posting Order:** The sequence in which we record or "post" transactions affecting your Account to our ledger each Business Day as part of our End of Day Processing. Posting Order impacts your Current Balance, your Available Balance, and any Overdrafts.

#### IV. GENERAL ACCOUNT RULES

These Account Rules apply to any Account provided by Republic. The availability of the funds you deposit with us and the impact of transactions on your Account are some of the most important of these Rules, so we will describe them first. Understanding these Rules will help you have the best possible experience with your Account and avoid Overdraft Fees and Returned Item Fees. We determine whether such fees will apply as part of our End of Day Processing, which is influenced by our Funds Availability Policy, our Posting Order, and our available Overdraft protection options.

##### a. Funds Availability Policy

It is our policy to provide reasonable availability of funds for deposited items. We delay the availability of funds from certain deposits. During the delay, you may not be able to withdraw the funds in cash, and we may not use the funds to pay Checks or other Items. The application and extent of any delay generally depends on the type of deposit and when it is made.

##### Determining the Availability of a Deposit

The length of the delay is counted in Business Days from the day we receive your deposit. For this purpose, every day is a Business Day except Saturdays, Sundays, and federal holidays. If you make a deposit before the applicable cut-off time on a Business Day that we are open, we will consider that day to be the day we receive your deposit. However, if you make a deposit after the applicable cut-off time or on a non-Business Day, we will consider that the deposit was made on the next Business Day we are open.

Deposits made in person (including those received at a Republic banking center or with a virtual teller using an ITM) or through telephone customer service centers ("Contact Center"), the applicable cut-off time is the time the applicable facility closes. These times vary but extend until at least 4 PM Eastern time (ET) unless an earlier closing time applies due to special circumstances. Further, deposits made through our night depository after 8:00 AM ET may be processed on the next Business Day. Cut-off times for other deposit types are as follows:

- Real-time Zelle® credits: 3 PM ET
- Transfers between Republic Accounts and other deposits you make using a Republic ATM: 4 PM ET
- Incoming wire transfers: 5 PM ET
- Online or Mobile Banking transfers between Republic Accounts: 8 PM ET
- Interactive Voice Response (IVR) phone transfers between Republic Accounts: 8 PM ET
- Consumer Mobile Deposit: 8 PM ET
- Business Mobile Deposit: 4 PM ET

The length of the delay varies depending on the type of deposit and is explained below.

##### Same-Day Availability

It is our policy to make the following deposited items available the same Business Day on which we receive the deposit so long as they are made before the applicable cut-off time:

- Electronic deposits (Account-to-Account transfers you make using a Republic ATM, Online or Mobile Banking, IVR, or Contact Center request; ACH credits; and wire transfers).
- Cash and Check deposits received by the Bank (including those you make in person to one of our Republic Bank Tellers or with one of our virtual tellers using a Republic ITM).
- Cash or Check deposits made prior to the cut-off time using a Republic ATM

##### Longer Delays May Apply

In some cases, we will not make all of the funds you deposit by Check available to you on the Business Day on which we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day on which we receive your deposit. **However, the first \$225 of your aggregate deposits will be available on the Business Day on which we receive your deposit.**

If we are not going to make all of your funds available to you on the Business Day we receive your deposit, we will notify you at the time that you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by Check may be delayed for a longer period under the following circumstances:

- We believe a Check you deposit will not be paid;
- You deposit Checks totaling more than \$5,525 on any one day;
- You redeposit a Check that has been returned unpaid;
- You have overdrawn your Account repeatedly in the last six months; or
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day we receive your deposit.

##### Special Rules for New Accounts

If you or any joint owner on your account has not had a previous deposit relationship with us, for the first thirty (30) days after establishing a deposit account relationship the following special rules will apply. **For new Accounts, we may hold the entire balance of certain deposits that you make into your Account.**

Funds from electronic deposits to your Account (as described above) will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government Checks will be available on the Business Day we receive your deposit if the deposit meets certain conditions. For example, these Checks must be made payable to you. If your deposit of these Checks (other than a U.S. Treasury Check) is not made in person to one of our Republic Bank Tellers, the first \$5,525 will not be available until the second Business Day after the day we receive your deposit. Funds from all other Check deposits into a new Account will be available on the seventh Business Day after the day we receive your deposit.

### Exceptions

Republic may make exceptions to this policy to the extent permitted by law. Additional specialized rules may apply for cash withdrawals and deposits made outside the continental United States. If you have any additional questions, please contact a Republic associate.

### b. Posting Order

It is our practice to process Account activity during the evening each Business Day as part of our End of Day Processing. When we receive deposits and Items depends on the nature of the deposit or Item and a number of other factors, as further described in our Funds Availability Policy. This section describes our Posting Order. Our Posting Order can impact whether you have enough money in your Account to pay Items and the possibility of Overdrafts, so be sure you take a minute to read and understand it. Note that this section describes our general practices, including using our sole discretion to pay Items described in Posting Order steps 5 and 6 below.

We begin our End of Day Processing by posting transactions affecting your Account using our Posting Order. This sequence starts with your Current Balance at the beginning the applicable Business Day and subtracts any amounts from deposits that are subject to a Hold. Then, all deposits and other credits for the applicable Business Day (excluding both amounts subject to Holds and any interest earned) are processed first, followed by the processing of all debits. Interest and debits are processed in categories and in the following order:

1. ACH Items such as preauthorized automatic debits and Checks converted to ACH Items are processed in the order of lowest to highest dollar amount.
2. Checks without a Check number are processed in the order of lowest to highest dollar amount followed by Checks processed in Check number order beginning with the lowest Check number to the highest Check number.
3. Transactions resulting from the use of your debit or ATM Card including ATM withdrawals, point-of-sale Card transactions and recurring Card transactions, internal Account transfers, Real-Time transactions through services like Zelle® are batched together and processed in the order of lowest to highest dollar amount. (For additional information on Zelle® transactions, visit [www.republicbank.com](http://www.republicbank.com).)
4. All Bank fees and service charges will be assessed.
5. Next, we post any ACH Items that are to be paid based on the Bank's discretionary decision when you do not have enough money to cover the ACH Items. These decisions may be made outside of the Business Overdraft Honor Program. These ACH Items will post lowest to highest dollar amount.
6. At this point we post any Check Items that are to be paid based on the Bank's discretionary decision when you do not have enough money to cover the Check Items. These decisions may be made outside of the Business Overdraft Honor Program. Checks without a Check number are processed in the order of lowest to highest dollar amount followed by Checks processed in Check number order beginning with the lowest Check number to the highest Check number.
7. Finally, we credit any interest earned.

*Details about how Posting Order impacts your Account as part of our End of Day Processing, including how Items are paid or returned and fees are assessed, can be found in the Overdraft Protection Options section below.*

### c. Your Account Balance

Your **Available Balance** reflects the funds in your Account that are immediately available for use. The Available Balance is calculated by taking the Current Balance, subtracting any Holds placed on the availability of your funds and on any pending Items we know about, and adding deposits. Notably, the Available Balance includes deposits you have made after the designated cut-off time for a particular Business Day and, while such funds are immediately available to authorize ATM or one-time debit card transactions, they may not be available to pay checks or other Items presented to us for payment on the same Business Day.

**AVAILABLE BALANCE EXAMPLE:** Again, assume you have a \$50 Current Balance, and you deposit a check for \$40. Assume at the time of the deposit, we place a Hold on the \$40 check. After our End of Day Processing, your Current Balance is \$90 (\$50 you originally had plus the \$40 check deposit), but your Available Balance will remain at \$50, because the \$40 you deposited is not available to you due to the Hold.

**AVAILABLE BALANCE EXAMPLE:** Assume you begin the Business Day with a \$50 Available Balance and a \$50 Current Balance (i.e., no deposits have been held). At 10:00 PM ET, you deposit \$100 cash into a Republic ATM that does not require the use of an envelope. Your Available Balance will increase immediately to \$150. However, after our End of Day Processing, your Current Balance will remain at \$50, because you deposited funds into an ATM after the 4:00 PM ET cut off time.

### Monitoring the balances in your Account(s)

We offer multiple services that you may use to monitor your Account activity. These services may assist you to manage your Account and to avoid any potential fees. Standard message and data rates may apply from your wireless carrier. These include:

- **Business Online & Mobile Banking** – Easily access your Account(s) anytime you want to check your balances in real-time, 24 hours a day.
- **Card Alerts & Controls** – You can enroll to receive real-time alerts when your debit or credit Card is used. You can even turn your Cards on and off as needed or even block certain transaction types. If you are turning off your card because of fraud, you will still need to call the bank to close that card and order a new one. Turning off your card in Card Alerts and Controls only prevents the card from being used for one-time debit card or ATM transactions as long as it is turned off. Any recurring Card transactions will be paid even if you have turned your Card off.

- **Text Alerts** – You can enroll for text message reminders in Business Online Banking. This service will send you a text message reminder when your Available Balance reaches a pre-selected low balance or on selected days. Balance reminders are not real-time.
- **Business Mobile Push Notification** – You can enable Push Notification reminders in Republic Bank's Business Mobile Banking App. This service will send you a push notification to your mobile device when your Available Balance reaches a pre-selected low balance or on selected days. Push Notice Balance reminders are not real-time.
- **Email Alerts** – You can enroll for email message reminders in Business Online Banking. This service will send you an email reminder when your Available Balance reaches a pre-selected low balance or on selected days. Email Balance reminders are not real-time.
- **Account Access Line** – Easily access your Account(s) by calling 1-888-584-3644 anytime you want to check your balances in real-time, 24 hours a day.

When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a mobile phone number and "calls" include both telephone calls and text messages to or from your phone or mobile phone. Please refer to the "Communication Consent" section of these Account Rules for additional information on how we may contact you.

## V. OVERDRAFT PROTECTION OPTIONS AND OVERDRAFT FEES

When your transactions result in an Overdraft, you are obligated to pay the amount of the Overdraft if we pay the transaction, and an Overdraft Fee may apply. You may be assessed a Returned Item Fee if we don't pay an Item that would have caused an Overdraft if paid. This section describes the Overdraft protection options available for your Account, when we generally pay or decline to pay transactions, and when Overdraft Fees or Returned Item Fees apply.

### a. General Overdraft Information

#### Key Overdraft Terms and Definitions

**Daily Overdraft Fee:** An \$8 Daily Overdraft Fee will be assessed for each Business Day your Account has an overdrawn Current Balance for up to fourteen (14) Business Days

**Business Overdraft Honor Limit:** For Accounts in the Business Overdraft Honor Program, the daily limit assigned to your Account to pay Items during our End of Day Processing when you do not have enough money in your Account. This limit will also be used to authorize ATM and one-time debit card transactions that exceed your Available Balance, if you have Business Overdraft Honor. This limit varies and you can always find out your current Overdraft Honor Limit by calling 1-866-562-8810.

**Overdraft Fee:** The fee of \$36 may be assessed for each Item that is paid during our End of Day Processing when you do not have enough money in your Account to cover the Item.

**Returned Item Fee:** The fee of \$36 Returned Item Fee may be assessed per Item for Items that the Bank returns as unpaid during our End of Day Processing when you do not have enough funds to pay the Item or, if applicable, an Overdraft Honor Limit to cover the Item. If the Bank is presented with the same Item multiple times (for example, by a merchant) and returns the same Item (e.g., check or ACH debit) due to insufficient funds, a \$36 Returned Item Fee will be assessed each time the Item is returned. Items may also be returned if we have placed a Hold on a deposit which results in your Account not having enough money to pay the Item during our End of Day Processing.

**Represented Item Fee:** An Item that is presented to the bank more than one time (for example by a merchant) due to the Item being returned for non-sufficient funds the first time it was presented. If the Bank is presented with the same Item multiple times (for example, by a merchant) and returns the same Item (e.g., check or ACH debit) due to insufficient funds, a \$36 Returned Item Fee will be assessed each time the Item is returned. If an Item is presented and we pay it pursuant to your Account Rules, you may be assessed a \$36 Overdraft Fee in certain circumstances, even if the same Item had been previously presented and returned due to insufficient funds.

#### Overdraft Fees Generally

In general, we charge two types of Overdraft Fees: a \$36 per Item Overdraft Fee and an \$8 Daily Overdraft Fee. After our End of Day Processing, if your Account is overdrawn by \$4 or more, we will charge our \$36 per Item Overdraft Fee for each Item that you did not have enough money in your Account to cover but we paid anyway. Funds that are on Hold will not be used during our End of Day Processing to pay Items presented for payment, therefore, Overdraft Fees can be charged when the availability of funds you deposit are delayed due to a Hold.

Our \$8 Daily Overdraft Fee will be assessed each Business Day your Current Balance is overdrawn for up to fourteen (14) Business Days. In addition, except in the case of declined ATM or one-time debit card transactions, Returned Item Fees apply if we return Items.

#### How to Avoid Overdraft Fees

The best way to avoid fees is to practice good Account management and carefully keep track of your transactions so you always know what you have available to spend or withdraw. Only you know what Items you have initiated before they are received by us, so the best way to be aware of the amount you need to cover Items is to keep track of it such as using a daily register. Items come to us from many networks and sources at many different times during the day. Some Items show as pending on your Account throughout the day, but others can't be posted until our End of Day Processing is complete.

#### Depositing funds to cover Overdrafts

Our expectation is that you will deposit funds immediately to cover any overdrawn balance. However, if your Current Balance is overdrawn, you may be assessed an \$8 Daily Overdraft Fee each Business Day your Current Balance is overdrawn for up to fourteen (14) Business Days.

### b. ATM and One-Time Debit Card Transactions

#### ATM and One-Time Debit Card Transactions

When you use your Card to either withdraw funds from your Account at an ATM or to make a one-time debit Card purchase, the transaction is authorized based on your Available Balance. If authorized, this amount is then subtracted from your Available Balance but not your Current Balance. There can be a delay between the time which the transaction is authorized (at the time you use your Card) and when the transaction is settled and posted. Some of the reasons these delays occur include the merchant's processing schedule (when the merchant submits a transaction for settlement) and when transactions are authorized on a non-Business Day or after our cut-off hours on a Business Day. In some cases, your Available Balance may have enough money to cover the transaction at the time you use your Card but, due to other Items being processed and the order in which we process (see the Posting Order described above), you may not have enough money to cover the transaction without causing an Overdraft at the time your ATM or one-time debit card transaction is posted to your Account and "settled" between us and the applicable merchant during our End of Day Processing. For accounts both in the Program and with No Coverage, Republic will not charge a \$36 Overdraft Fee on an authorized ATM or one-time debit card transaction when your Available Balance at the time of the transaction is equal to or more than the transaction, regardless of whether you have enough money to pay and "settle" the item during our End of Day Processing.

If you have enrolled in Business Overdraft Honor, your transaction is authorized based on your Available Balance plus your Overdraft Honor Limit. If we use your Overdraft Honor Limit to authorize an ATM or one-time debit card transaction, you may be charged an Overdraft Fee.

**The Difference Between One-Time and Recurring Debit Card Transactions**

One-time debit card transactions represent any single purchase transaction; while recurring transactions represent pre-authorized scheduled payments you have authorized by providing your Card or Card number to a merchant for goods or services. We rely on the merchant to code Card transactions appropriately as recurring or non-recurring. After our End of Day Processing, if your Account is overdrawn by \$4 or more, we will charge a \$36 per Item Overdraft Fee for each recurring Card transaction that you did not have enough money to cover but that we paid anyway, even if you have elected to have No Coverage. You will not be charged any Overdraft Fees for one-time debit card transactions for which your Available Balance is sufficient to pay at the time the transaction is authorized, regardless of whether or not you have enough money in your Account to pay the Item when it is actually presented to us, as described below.

**c. Overdraft Protection Options**

**Overdraft Protection Options**

It's your responsibility to avoid overdrawing your Account. At Republic, your Checking Account overdraft protection options are as follows:

Business Overdraft Honor: This means your Account is within our standard discretionary overdraft protection program (referred to as the Business Overdraft Honor Program, or the "Program"). All Items may be paid using your Business Overdraft Honor Limit.

No Coverage: You have either elected not to participate in the Business Overdraft Honor Program, we have terminated your participation in the Business Overdraft Honor Program because your Account is not in good standing as outlined below, or your product is otherwise not eligible for the Business Overdraft Honor Program.

Account Shield: An overdraft protection service which can help you avoid an Overdraft situation by transferring funds from another qualifying Republic Account. If a transfer occurs, the exact amount necessary to prevent an overdraft will be transferred into your Checking Account. This service may be used in addition to the Program. Please contact us toll-free at 1-866-562-8810 if you would like additional information.

**Comparison of Your Checking Account Overdraft Options at Republic**

Option	Business Overdraft Honor Limit	Authorization of One-Time Debit Card and ATM Transactions using Business Overdraft Honor Limit	Linked Account Transfer	Overdraft Fees	Daily Overdraft Fees	Returned Item Fees
Business Overdraft Honor	X	X		X	X	X
Account Shield* (automatic account transfer)			X	X	X	X
No Coverage				X	X	X

*\*Account Shield may be used in addition to the Business Overdraft Honor Program. If you do not have enough money in your linked qualifying account, you may be assessed Overdraft Fees, Daily Overdraft Fees and Returned Item Fees.*

**Overdraft Fees if You Decline Coverage (No Coverage)**

If your Account has No Coverage, the Overdraft Fee, the Daily Overdraft Fee and the Returned Item Fee may still apply to your Account. If the Bank pays an Item during our End of day Processing when you do not have enough money in your Account, Overdraft Fees would apply. It is our policy to charge a Returned Item Fee of \$36 per Item, and return all returnable Items presented for payment if your Account does not have enough money to pay them during our End of Day Processing. If the Bank is presented with the same Item multiple times (for example, by a merchant) and returns the same Item (e.g., check or ACH debit) due to insufficient funds, a \$36 Re- turned Item Fee will be assessed each time the Item is returned. If an Item is presented and we pay it pursuant to your Account Rules, you may be assessed a \$36 Overdraft Fee in certain circumstances, even if the same Item had been previously presented and returned due to insufficient funds. The Item and the Bank returns it. An \$8 Daily Overdraft Fee will be assessed each Business Day your Account has an over- drawn Current Balance for up to fourteen (14) Business Days. For Accounts that have No Coverage, the limits of 10 Over- draft Fees per day and 10 Returned Item Fees per day do not apply to your Account, which means you could be charged numerous Overdraft Fees and Returned Item Fees if you do not use your Account carefully.

**d. Business Overdraft Honor**

Business Overdraft Honor is Republic's discretionary overdraft program ("Program"). When you open a new Account, provided your Account is eligible for the Program and in good standing as described in these Account Rules, you will receive a \$100 fixed Business Overdraft Honor Limit for the first 30 calendar days. After the first 30 calendar days, provided your Account remains in good standing, your Business Overdraft Honor Limit will be reviewed each Business Day and may vary between \$0 and \$3,000 daily, based on your deposit behavior and Account history. If at any time your Account is no longer in good standing, your participation in the Business Overdraft Honor Program will be terminated.

Under the Program, references to your Business Overdraft Honor Limit involve instances where we may pay transactions (also referred to as "Items"), including Checks, preauthorized automatic debits, Business Online Banking transactions, telephone-initiated transfers, other electronic transfers during our End of Day Processing when you do not have enough money in your Account.

The Business Overdraft Honor Limit provided under the Program is not a line of credit. The Program is a discretionary program and not a contractual right or obligation guaranteed to you. We may pay Items during our End of Day Processing when you do not have enough money in your Account, up to your Business Overdraft Honor Limit. Note that if your Business Overdraft Honor Limit is not sufficient to pay an Item, smaller subsequent Items may be paid from the Business Overdraft Honor Limit in the Posting Order outlined above.

Overdraft Fees, Returned Item Fees, and Daily Overdraft Fees will reduce the remaining availability of your Overdraft Honor Limit, where applicable, and your Account's Available and Current Balance.

**How to qualify for the Program**

To qualify for the Program, your Account must be in good standing, which may include, but is not limited to, any or all of the following criteria, subject to change without notice:

- You are not in default on any loan or other obligation to us.
- Your Account is not subject to any legal or administrative order or levy.
- Your Account has not been included in a bankruptcy.
- The Program is not available for all Money Market Accounts.
- The Program is not available for Trusts, Estates, or Non-Profit Organizations.

**Business Overdraft Honor** Standard Overdraft Honor is a program that applies to Checking Accounts that meet the requirements of these Account Rules. If the requirements stated in these Account Rules are met, your Account will automatically be enrolled into the Business Overdraft Honor Program.

If your Account has No Coverage, you are choosing not to participate in the Program, or your Account is not eligible. Your Account will not have a Business Overdraft Honor Limit and we will decline ATM and one-time debit card transactions if you do not have enough funds in your Available Balance at the time you attempt to use your Card. If you prefer that your Account have No Coverage, you may submit a written request to Overdraft Client Services at Republic Bank, Attn: Overdraft Honor, 601 W. Market St, Louisville, KY 40202, by visiting any of our banking centers, or by calling us toll-free at 1-866-562-8810. Please know that Overdraft Fees, Returned Item Fees, and the \$8 Daily Overdraft Fee apply to your Account even if you request No Coverage for your Account. In addition, you may be subject to additional fees charged by your vendor/ merchant for returned Items.

**How to use Business Overdraft Honor**

If you overdraw your Account, we may cover certain Items up to your Business Overdraft Honor Limit. This will require no action on your part. However, you should not become dependent on this Program to meet long-term cash needs. We recommend that you balance and reconcile your Account in order to reduce the likelihood of creating an overdraft Item. You will be responsible for payment of any outstanding Overdraft and related Overdraft Fees and Returned Item Fees resulting from the use of Business Overdraft Honor.

**The Program’s Impact on Transactions and Fees That Apply**

Through our End of Day Processing, if we determine your Account does not have enough money to pay an Item presented to us, we are under no obligation to pay the Item. Generally, under the Program, our policy is to pay those Items up to the Business Overdraft Honor Limit on your Account. During our End of Day Processing, if we pay Item(s) using your Business Overdraft Honor Limit that result in your Account being overdrawn by less than \$4, the Bank will not assess a \$36 Overdraft Fee for the Item(s), however, the Daily Overdraft Fee and Returned Item Fee may still apply in these instances. Under the Program, the Overdraft Fee of \$36 per Item may be assessed for up to the first 10 Items that we pay each Business Day using your Business Overdraft Honor Limit. In the event the Business Overdraft Honor Limit is exceeded, the Bank may return Items. Under the Program, the Returned Item Fee of \$36 per Item may be assessed for up to the first 10 Items that are returned each Business Day. If the Bank is presented with the same Item multiple times (for example, by a merchant) and returns the same Item (e.g., check or ACH debit) due to insufficient funds, a \$36 Return Item Fee will be assessed each time the Item is returned. If an Item is presented and we pay it pursuant to your Account Rules, you may be assessed a \$36 Overdraft Fee in certain circumstances, even if the same Item had been previously presented and returned due to insufficient funds. A Daily Overdraft Fee of \$8 will be assessed each Business Day the Account has an overdrawn Current Balance for up to fourteen (14) Business Days.

**How Daily Overdraft Fees are Assessed**

For Accounts both in the Program and Accounts with No Coverage, an \$8 Daily Overdraft Fee may be assessed to Accounts with any overdrawn Current Balance. When applicable, the Daily Overdraft Fee will be assessed beginning on the first Business Day your Account’s Current Balance remains overdrawn for up to fourteen (14) consecutive Business Days.

The example displayed in the “How We Assess Daily Overdraft Fees” table below demonstrates how we assess the Daily Overdraft Fee and how your Account could be affected. The Account in the example is in our Business Overdraft Honor Program, with a beginning Current Balance of \$0 and no Holds on the Account.

Example: How We Assess Daily Overdraft Fees					
Business Day	Monday	Tuesday	Wednesday	Thursday	Friday
Activity	\$100 Deposit Posted	\$150 ACH Debit for Monthly Water Bill posted	\$50 Cash Deposit posted	None	\$750 Payroll Direct Deposit posted
Fee	None	\$36 Overdraft Fee <b>\$8 Daily Overdraft Fee</b>	<b>\$8 Daily Overdraft Fee</b>	<b>\$8 Daily Overdraft Fee</b>	None
Current Balance	\$100	-\$94	-\$52	-\$60	\$690



**How to remove your Account(s) from the Business Overdraft Honor Program?**

To have your Account removed from the Business Overdraft Honor Program entirely, please visit one of our banking centers or submit your request in writing to:

Overdraft Honor Department  
 Republic Bank & Trust Company  
 601 West Market Street  
 Louisville, KY 40202

Or contact us, toll-free, at 1-866-562-8810.

**VI. REPUBLIC BANK & TRUST COMPANY ELECTRONIC FUNDS TRANSFER SERVICES DISCLOSURE**

This Section applies to any electronic funds transfer service or Card transaction, if applicable, offered by Republic.

**Liability**

Tell us AT ONCE if you believe your Card, Card Number, or Personal Identification Number (PIN), or other Account Access Device, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account.

**Contact in the event of unauthorized transfer: If you believe your Access Device has been lost or stolen, that someone has transferred or may transfer money from your Account without your permission:**

- **Call us at: 1-888-584-3600;**
- **Or write us at:**  
**Republic Bank**  
**ATTN: Card Operations**  
**601 West Market Street**  
**Louisville, Kentucky 40202**

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Check without your permission.

**Authorized Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card or other Account Access Device. If you permit another person to have access to your Card, Card Number, or Personal Identification Number ("PIN"), or other Account Access Device, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You must notify us to revoke permission for any person you previously authorized to use your Card, Card Number, or PIN. If you notify us to cancel another person's use of your Card, Card Number, or PIN, we may close your Card and issue a new Card to you with a different number. You are wholly responsible for the use of the Card and Account according to the terms and conditions of this Section.

**Right to Stop Payment**

If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. To cancel payments, call us at 1-888-584-3600 or write us at:

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

Please be sure to contact us in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) Business Days after you call. Please refer to our established fee schedule for rate of charge. (Specific requirements for ACH Transactions are outlined below.)

**Stopping Payment on Recurring Card Transactions**

You may stop a payment on recurring Card entries. If you wish to block all future payments related to a particular authorization or originator, we may ask you to confirm to us in writing that you have revoked the authorization directly with the originator. We may choose to replace your Card.

A one-time debit card transaction that has been authorized cannot be stopped.

**Stopping Payment on an ACH Transaction**

You may request that we stop payment on an unpaid ACH transfer. If you request us to stop payment, we will charge you a fee according to our Fee Schedule. Your stop payment will not be effective if we have already paid the Item. You must allow us a reasonable time (a minimum of three Business Days for a scheduled ACH transfer to implement your stop payment order. For stop payment request of ACH transactions you must provide the following:

- Account number**  
Exact **amount** of the item to be stopped
- Reason for stop payment**  
For checks, the exact **check number**
- ACH Company ID (Payee)**

You may request a stop payment by telephone, in person, via internet, or in writing. Stop payment requests on ACHs are valid for six months or until we receive notice that the stop payment has been revoked. You may renew stop payments on ACHs for additional six-month periods prior to the expiration of the current stop payment order. If you allow a stop payment order to expire before you renew it, we may pay the ACH without liability to you during the period between the expiration of the stop payment and the placing of a new stop payment order.

**ACH Transaction Provisions**

**Provisional Payment:** Credit given by us to you with respect to an automated clearing house (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making the payment to you via such entry (i.e. the originator of the entry shall not be deemed to have paid you in the amount of such entry.)

**Notice of Receipt of Entry:** Under the operating rules of the National Automated Clearing House Association ("NACHA"), which are applicable to ACH transactions involving your Republic Account, we are not required to give next-day notice to you of receipt of an ACH Item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

**Choice of Law:** We may accept on your behalf, payments to your Republic Account which have been transmitted through one or more ACH transactions and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, unless otherwise prohibited by law.

**International Transactions**

Purchases and ATM transactions occurring and/or billed in foreign countries will be debited to your Checking Account in U.S. dollars. The rate of exchange between the Transaction Currency and the Billable Currency used for processing of international transactions is the wholesale market rate or the government-mandated rate in effect on the processing date, increased by three percent (3%). There will be a three percent (3%) of the transaction amount fee assessed to all transactions occurring and/or billed in foreign countries.

**Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your Account or the transfers you make as follows:

- Where it is necessary to complete transfers
- In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant
- In the event we close your Account due to insufficient balance or excessive overdrafts
- In order to comply with government agency or court orders or a lawfully issued subpoena
- If you give us your written permission

**In Case of Errors or Questions About Your Electronic Transfers**

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, contact us at the following address or phone number as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt.

By phone: 1-866-212-5590

(Our Customer Service Representatives are available to assist you during regular business hours.)

Write: Republic Bank  
ATTN: Dispute Operations  
601 West Market Street  
Louisville, Kentucky 40202

**Duty to Cooperate**

If you report any unauthorized transaction on your Account, you agree to cooperate with us in our investigation of your claim. This includes submitting, upon our request, a written statement containing whatever information we reasonably require concerning your Account, the transaction in question and the circumstances surrounding the claimed loss. Your failure or refusal to cooperate with us in our investigation may impede or limit the scope of the investigation, making it more difficult for us to determine that an unauthorized transaction occurred.

**Consent to Terms for Card Use:** By accepting this Agreement or using the Card, you agree to be bound by the provisions of this Agreement (including this Section) applicable to the Card. ("You," "Your," and "Yours" refer to each person who signs an application for or uses the Card, including Authorized Users designated to receive a Card by the Account Holder).

**Merchant Disputes**

If you have a problem with property or services purchased with your Card, you must first try in good faith to return them or give the merchant a chance to correct the problem before we can help you resolve the problem.

**Cancellation of Cardholder Privileges**

We may refuse to issue a Card and we may revoke your Card privileges with or without cause or notice, other than those which may be required by federal or state law. Your Card remains our property at all times and may be repossessed by us at any time. Upon cancellation of Cardholder privileges, you must surrender the Card to us or our authorized agent upon demand or knowledge of cancellation. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. If the Card is used other than as permitted by this Agreement (including this Section), we may, at our option and without waiving any rights, recognize the transactions and debit or credit your Account accordingly. The cancellation of Card privileges, by you or by us, does not affect other rights and privileges under the Agreement.

**Miscellaneous Terms**

We have no liability or responsibility if, for any reason, your Card is not honored by any merchant, company, financial institution or at other business establishment.

**VII. OTHER IMPORTANT TERMS**

If an Item is presented for payment on your Account and you do not have enough money to pay that Item during our End of Day Processing, pursuant to your Account Rules you agree to pay us the amount of any overdrawn balance along with any applicable fees immediately, without notice or demand from us. Each person on your Account is jointly and severally responsible under the Account Rules for paying any amounts due us.

It is our policy to operate in accordance with all applicable regulatory safety and soundness standards. Your Account Rules set out your duties, obligations, and rights regarding your Account. If an Account is overdrawn in excess of forty-five (45) days, the Bank will review it to assess whether it should be charged off. All charged off Accounts are reviewed by the Bank's Collections Department to determine further action. We reserve the right to collect any costs (including reasonable attorney's fees) incurred by Republic in attempting to collect amounts due. Deposit Accounts charged off by Republic are reported to ChexSystems. See the "Reporting of Credit Information" section of these Account Rules for additional information regarding credit reporting.

**a. Payment of Checks & Withdrawals**

We will honor all properly payable Checks drawn on your Account including "remotely created Checks" that do not bear your signature, but which indicate they have been authorized by you, if there is enough money in your Account for their payment during our End of Day Processing. We are not obligated to pay any Check drawn on your Account if you do not have enough money to cover the Item during our End of Day Processing. See our Funds Availability Policy for additional information. We reserve the right to charge a fee to non-customers on presentment of a Check for immediate payment. You may only use Checks furnished or pre-approved by us. We may pay any Check regardless of whether or not it contains a restrictive legend or regardless of the date written on the Check or even if it is not dated. However, we reserve the right not to pay any Check that is more than six months old. You agree to indemnify us from any losses resulting from improperly placed endorsements. We may charge back any returned deposit Items against your Account. We may require you to furnish satisfactory identification before you withdraw money from your Account. You are liable for the improper use of, or your failure to control, your facsimile signature stamp. We are not obligated to verify and shall be held harmless by you for paying any dual signature Checks that do not have two signatures.

**b. Fraud Tools**

If we offer Payee Match, Positive Pay, or some other similar fraud-detection service, and you decline the service, you will be precluded to the fullest extent permitted by law from asserting any claims against us for paying unauthorized, altered, counterfeit or other fraudulent items and transactions that otherwise could have been detected or prevented with those services, and we will not be required to re-credit your account or otherwise have any liability for paying such transactions.

**c. Stopping Payment on a Check (for information on stopping and Electronic Funds Transfer, please see Section VI, above).****i. Stopping Payment on a Check**

You may request that we stop payment on an unpaid Check. If you request us to stop payment, we will charge you a fee according to our Fee Schedule. Your stop payment will not be effective if we have already certified, paid or otherwise become responsible for the Item. For example, we can't stop payment on a Check we've already cashed or a deposited Check where the funds have already been withdrawn. You must allow us a reasonable time (a minimum of one Business Day for a Check) to implement your stop payment order.

You may request a stop payment by telephone, in person, via Business Online and Business Mobile Banking, or in writing. Stop payment requests on Checks are valid for six months or until we receive notice that the stop payment has been revoked. You may renew stop payments on Checks for additional six-month periods prior to the expiration of the current stop payment order. If you allow a stop payment order to expire before you renew it, we may pay the Check without liability to you during the period between the expiration of the stop payment and the placing of a new stop payment order.

**ii. Limitations**

We are not required to accept a stop payment on a cashier's Check, teller's Check (official Check) or certified Check, unless you provide us a sworn statement—in a form we deem acceptable—that the Check is lost, stolen or destroyed. After you place a stop payment, we are not required to refund the Check amount or issue a replacement Check until at least 90 days after the issue date. We are not required to refund the Check amount or issue a replacement Check if the Check is presented for payment within 90 days after the issue date.

**d. Right of Setoff/Security Interest**

We may take or setoff funds in any or all of your Accounts with us for direct, indirect and acquired obligations that you owe us, regardless of the source of funds in an Account. This provision does not apply to IRA or tax-qualified retirement Accounts, to consumer Credit Card obligations or where otherwise prohibited by law. Your Accounts include both Accounts you own individually and Accounts you own jointly with others. Our setoff rights are in addition to other rights we have under this Agreement to take or charge funds in your Account for obligations you owe us. If the law imposes conditions or limits on our ability to take or setoff funds in your Accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your Accounts with us to obligations you owe us. Some government payments may be protected from attachment, levy or other legal process under federal or state law. If such protections apply, to the extent that you may do so by contract, you waive these protections and agree that we may take or setoff funds, including federal and state benefit payments, from your Accounts to pay overdrafts, fees and other obligations you owe us.

We may use funds held in your joint Accounts to repay obligations on which any Account owner is liable, whether jointly with another or individually. We may use funds held in your individual Accounts to repay your obligations to us, whether owed by you individually or jointly with another, including: obligations owed by you arising out of another joint Account of which you are a joint owner, even if the obligations are not directly incurred by you; obligations on which you are secondarily liable; and any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your Accounts after the death, legal incapacity or other termination of entitlement of the intended recipient of such funds. If you are a sole proprietor, we may charge any of your personal or business Accounts.

If we take or setoff funds from a time deposit Account, we may charge an early withdrawal penalty on the funds withdrawn. We may take or setoff funds from your Account before we pay Checks or other Items drawn on the Account. We are not liable to you for dishonoring Items where our action results in your Account not having enough money to pay Checks and other Items during our End of Day Processing.

If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a security interest in all your Accounts to secure the debt. Debts include any overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your Accounts to pay all or part of the debt. If your Account is a joint Account, we may use the funds in the joint Account to pay the debt of any Account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. If any federal benefits or other payments are deposited to your Account after you become ineligible to receive them, we may set off against any of your Accounts to recover the payments if we're obligated to return funds to the payor. This security interest is in addition to our right of setoff against your Account. This section does not limit or reduce our rights under applicable law to charge or setoff funds in your Account with us for direct, indirect and acquired obligations you owe us.

#### **e. Statements**

We will send you monthly periodic statements for all checking, money market, and savings accounts by mail, unless you have agreed to receive online statements. (Where applicable, see our Business Online and Business Mobile Banking Agreement for additional information.) You agree to examine your statement and Check images with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized signature, alteration or other irregularity, you must promptly notify us of the relevant facts. You agree that the time you have to examine your statement and Check images and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 calendar days from when the statement is first sent or made available to you. You agree that if you fail to notify us of your unauthorized signature or any alteration on a Check in your Account within 30 calendar days after the statement was first sent or made available to you, you cannot assert against us (1) your unauthorized signature or any alteration on a Check if we will suffer a loss as a result of your failure to notify us within the 30-day period, or (2) your unauthorized signature or any alteration by the same wrongdoer on any Check paid after the 30-day period. You also agree that if you fail to notify us of any unauthorized signature, alteration or other irregularity within 60 calendar days after the statement was first sent or made available to you, you cannot assert a claim against us on any Check in that statement, and as between you and us the loss will be entirely yours, without regard to whether we used ordinary care. For any claim made by you alleging an unauthorized signature, alteration or other non-electronic wrongful transaction on your Account, you agree to make timely claim against all applicable policies of insurance and, if we request, to file a police report and cooperate fully in any investigation or prosecution related to the alleged wrongdoing; as between you and us, your failure to do any such act will constitute your ratification of the alleged wrongdoing. You also agree to notify us of any errors regarding electronic transactions within required regulatory timeframes as outlined in our Electronic Funds Transfer Disclosure.

If you make a deposit, we may provide a receipt. We may confirm the funds you deposit and, after review, may adjust your Account for any errors including any errors on your deposit slip. The amount of your deposit (including any adjustment) will appear on your Account statement. If an adjustment to your deposit is made, it will appear as "Deposit Correction" on your statement.

#### **f. Modification of Terms**

We reserve the right to modify the terms and conditions herein, at any time, at our sole discretion, subject to any prior notice requirements as may be required by law.

#### **g. Termination**

Your Account or Card can be closed at any time for any reason by either you or Republic. We may require your Account to remain open until all outstanding Items clear your Account. We may close your Account if you notify us that your Checks have been lost or stolen. If there is a balance when we or you close your Account, we will forward the funds to you at your address we have on record. An Expedited delivery fee may be assessed if you choose expedited delivery.

Your Account is to be used only for business or commercial use, and is not designed or intended for personal, family, or household use. We may close your Account if we determine that it is being used for personal, family, or household purposes.

You agree to pay us immediately for the amount of any transactions originated by the use of your Card or otherwise that we are unable to charge to your Account because it is closed. In such event, if applicable, you also agree to discontinue the use of your Card immediately and to return it to us.

#### **h. Joint Account Rules**

If your Account is a joint Account, all funds in it are owned jointly by each of the persons named on the Account. At any time, any one of you may withdraw the balance in the Account. Each joint owner appoints any other owner as his/her attorney-in-fact with the power to endorse or deposit Checks or other Items which may be payable to one or more joint Account owners. In some instances, we may reserve the right to require individual endorsements. Survivorship rights apply to any joint Account, unless the Bank and all joint Account owners have entered into a written agreement to the contrary. See also "Right of Setoff/Security Interest" provisions in these Account Rules for other important details related to joint Accounts. Except where otherwise provided by law, notice we provide to one Account owner constitutes notice to all, and we may disclose Account-related information to any of you.

#### **i. Death of an Account Owner**

If you or a joint owner of your Account dies, we may require certain documentation necessary to certify that death or substantiate that a particular individual has been appointed officially as the administrator/executor of the applicable estate. The survivor(s) on a joint Account must notify us of any other owner's death. Where appropriate, we may limit access to or withdrawals from an Account following the death of the Account owner, pending receipt of appropriate documentation authorizing access to the Account. All Powers of Attorney (POAs) on file with Republic for an Account cease to be in effect upon the death of the grantor Account Holder.

**j. Fees**

We may charge your Account for services according to our Fee Schedule in effect at the time we perform the services. A copy of our Fee Schedule is provided to you at Account opening and is available at any of our banking centers or at [www.republicbank.com](http://www.republicbank.com). You will be notified of any fee changes as required by law.

**k. Tax Reporting**

Certain promotional bonuses and fee reimbursements may require tax reporting. We will provide you a 1099-INT or 1099-MISC for this purpose, when applicable. You agree that Republic has not provided, and you have not received any tax advice regarding your Account(s) with us. Please consult your own tax advisor for any tax-related inquiries.

**l. Electronic Transactions**

If your Account is authorized for electronic transactions, including telephone, fax, and online transactions and you initiate the transaction via one of these means, we will rely on your verbal or electronic authorization to process the transaction. Please refer to our Electronic Funds Transfer Disclosure for additional information regarding your rights and responsibilities related to electronic transactions. For Accountholders who use our Business Online and Business Mobile Banking services, please additionally refer to your Business Online and Business Mobile Banking Agreement, both incorporated by reference herein, for other important terms related to electronic transactions.

**m. Communication Consent**

When you give a telephone number directly to us, or place a telephone call to us, you authorize us to place calls to you at that number. You understand that a "telephone number" includes a mobile phone number and "calls" include both telephone calls and text messages to or from your phone or mobile phone. As examples, we may place calls to you about fraud alerts, deposit Holds, and amounts you owe us (collection calls) on your Account. 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 mobile phone number, you give us consent to use text messages 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.

You authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

To opt-out of telephone or text communications or update your preferences, call us at 1-888-584-3600 or write us at:  
Contact Center  
Republic Corporate Center  
601 West Market Street  
Louisville, Kentucky 40202

**n. Disclosure of Account Information to Third Parties**

We will disclose information to third parties about your Account or the transfers you make as follows:

- Where it is necessary to complete transfers
- In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant
- In the event we close your Account due to insufficient balance or excessive overdrafts
- In order to comply with government agency or court orders or a lawfully issued subpoena
- If you give us your written permission

**o. Credit Bureau Reports**

We reserve the right and you agree that we may request and review a credit bureau report at any time in connection with our decision to open, expand, or maintain your Account or as part of our ongoing review or collection of your Account. Upon your request, we will tell you whether we obtained such a report and the name and address of any agency that provided it.

**p. Reporting of Credit Information**

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you think we have reported inaccurate information to a credit bureau, you may write to us at the address below:

Republic Bank & Trust Company  
P.O. Box 701211  
Louisville, KY 40270

**q. Customer Identification Program Notice**

In order to help the government fight the funding of terrorism, money laundering activities, and identity theft, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an Account. What that means to you is that when you open an Account with Republic, we will ask for your name, street address, taxpayer identification number, date of birth, and other information that will allow us to identify you. We will also ask to see an unexpired, government-issued, photo ID or other similar document. If you do not have the specific documentation requested, speak to a Republic associate regarding alternate forms of identification that may be acceptable.

**r. Commercial Account Notice**

The Unlawful Internet Gambling Enforcement Act (UIGEA) prohibits any person who engages in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. The Department of the Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act.

As defined in the Act, Unlawful Internet Gambling means to place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such a bet or wager is unlawful under any applicable Federal or State law in the State or Tribal Lands in which the bet or wager is initiated, received or otherwise made.

These restricted transactions are prohibited from being processed through your account. You may either be asked to certify that you do not engage in an Internet gambling business or, if you do, to provide evidence of your legal authority to do so.

**s. Miscellaneous**

These Account Rules shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, unless otherwise prohibited by law.

The Agreements, rules and regulations governing your Accounts will continue to apply to any of your obligations to us and our responsibilities to you which are not covered by this Agreement.

We may rely on your address appearing on your application for the Account, until we receive written notice in a change of address from you.

If any provision of this Agreement and Disclosure Statement is declared to be invalid by any court of law or appropriate regulatory body, the remaining provisions of the Agreement shall not be affected thereby.

The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**VIII. ARBITRATION AGREEMENT**

**READ THIS ARBITRATION PROVISION CAREFULLY. IT WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH YOUR ACCOUNT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY SUCH CLAIM OR DISPUTE, NOW OR IN THE FUTURE. FOR EXAMPLE, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE ACCOUNT (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. HOWEVER, THIS ARBITRATION PROVISION WILL NOT APPLY TO ANY CLAIM THAT IS THE SUBJECT OF A CLASS ACTION FILED IN COURT THAT IS PENDING AS OF THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION IN WHICH YOU ARE ALLEGED TO BE A MEMBER OF THE PUTATIVE CLASS.**

- Parties Subject to Arbitration; Certain Definitions:** Solely as used in this Arbitration Provision: (a) the terms "we," "us" and "our" include: (i) Republic Bank & Trust Company and/or Republic Bank, their parents, subsidiaries and affiliates, their successors, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the "Bank Parties"); and (ii) any other person or company who provides any services in connection with the account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; (b) the terms "you" and "your" include each holder or owner of the account, each person who signs a signature card for the account, and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (c) the term "account" includes the account established by the Account Rules and any updated or substitute account for the same accountholders, whether or not you execute a new or substitute signature card for the account.
- Covered Claims:** "Claim" means any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding set forth in paragraph 3) that in any way arises from or relates to the Account Rules, the account, any other contracts, agreements, policies or programs between you and us relating to your account, the relationship between you and us or any product, service or disclosure provided by us to you, any ATM Card, debit card or similar card, any account transaction or attempted transaction (including deposits, payments, transfers and withdrawals, whether by check, card, ACH or otherwise), overdraft protection services, any overdraft line of credit or overdraft transfer agreement, insufficient funds and overdraft items, and the advertising, disclosures, practices and procedures related to any of the foregoing. "Claim" includes disputes arising from actions or omissions prior to the time this Arbitration Provision becomes part of the Account Rules. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief).
- Excluded Claim or Proceeding:** Notwithstanding the foregoing, "Claim" does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, paragraph 7, captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), the final sentence in paragraph 13, captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute about the validity or enforceability of the Account Rules as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be the subject of this Arbitration Provision: (a) any individual action initiated in or transferred to small claims court or your state's equivalent court of limited jurisdiction, unless such action is transferred, removed or appealed to a different court; (b) the exercising of any self-help rights, including set-off; or (c) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either party to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Provision. Moreover, this Arbitration Provision will not apply to any Claims that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class.
- Electing Arbitration:** To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration proceeding against the other party. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and if a court grants the other party's motion to compel arbitration of such Claim(s), it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

5. **Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or any other company selected by mutual agreement of the parties. The rules and forms of the AAA and JAMS may be obtained on their web sites listed above or by writing to them at the above addresses. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration may select the Administrator by filing a Claim with the Administrator of that party's choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.
6. **Court and Jury Trials Prohibited; Other Limitations on Legal Rights: FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US MAY BE MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**
7. **Prohibition Against Certain Proceedings: NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION. THIS PARAGRAPH DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST US BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF BORROWERS INCLUDING YOU. THIS MEANS THAT WE WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF A CLAIM BROUGHT BY SUCH AN AGENCY.**
8. **Location and Costs of Arbitration:** Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside. We will pay any and all fees of the Administrator and/or the arbitrator if applicable law or the Administrator's rules require us to, if and to the extent you prevail in the arbitration or if you make a written request for us to pay such fees and you act reasonably and in good faith. We will always pay any fees or expenses that we are required to pay for this Arbitration Provision to be enforced. If we elect to require arbitration of a Claim you initiate, we will pay your reasonable attorneys' and experts' fees if and to the extent you prevail. Also, we will bear any such fees if applicable law requires us to or to the extent required for this Arbitration Provision to be enforced. Regardless of the outcome of the arbitration, we will not seek from you reimbursement of any of the fees of the Administrator and arbitrator or our attorneys' fees and expert costs unless we are permitted to recover such fees from you under the Account Rules or any other contract or agreement between you and us and applicable law.
9. **Governing Law:** This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
10. **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.
11. **Arbitration Result and Right of Appeal:** Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with paragraph 8 above, captioned "Location and Costs of Arbitration."
12. **Rules of Interpretation:** This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of the Account Rules, on the other hand, this Arbitration Provision shall govern.
13. **Severability:** If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.
14. **Notice and Cure; Special Payment:** Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at Republic Bank, Attn. General Counsel, 601 W. Market St., Louisville, KY 40202. This is the sole and only method by which you can submit a Claim Notice. Upon receipt of a Claim Notice, we will credit your account for the standard cost of a certified letter. If (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

**IX. FEE SCHEDULE FOR BUSINESS ACCOUNTS (effective July 2024)**

Non-Republic ATM Fee .....	\$4.00
Below Balance Fee .....	Varies
Monthly Fee .....	Varies
Overdraft Fee (per Check* or in-person, ATM or other electronic withdrawal) .....	\$36
Returned Item Fee (per Item, per return) .....	\$36
Daily Overdraft Fee (per Business Day) .....	\$8
Stop Payment Request .....	\$36
Counter Check Fee (per Check) .....	\$1
Cashier's Check Fee (per Check) .....	\$10
Return Deposit Fee .....	\$12
Garnishment/Levy .....	\$125
Wire Transfer (incoming) .....	\$30
Domestic Business Online Banking Wire Transfer (outgoing) .....	\$20
Wire Transfer (outgoing, domestic U.S.) .....	\$30
International Business Online Banking Wire Transfer (outgoing) .....	\$50
Wire Transfer (outgoing, international) .....	\$60
Rush Card Fee .....	\$25
International Rush Card Fee .....	\$100
Monthly Paper Statement Fee .....	\$4
Two Signature Verification (per account) .....	\$45
Negative Collection Balance Fee (per business day) .....	\$40
Non-Client Check Cashing Fee (on checks >\$150) .....	\$10
Night Depository Bag .....	\$20
Night Depository Bag – Lost Key Fee .....	\$10
Safe Deposit Box	
3"x 5" .....	\$40 per year
5"x 5" .....	\$50 per year
3"x 10" .....	\$60 per year
5"x 10" .....	\$70 per year
7" x 10" .....	\$90 per year
10" x 10" .....	\$115 per year
Safe Deposit Box Lost Key Fee .....	\$150
Research Fees	
Research Fee (per hour) .....	\$35
Statement Reproduction Request (per statement) .....	\$4
CD Generation Fee (per CD) .....	\$25
Previous Year Tax Notice Fee (per Item) .....	\$10
USPS Certified Mail Fee .....	\$7.50
Expedited Delivery Fee (UPS/FedEx) .....	based on requested service