REPUBLIC BANK

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RepublicBank.com Member FDIC

Deposit Account Rules and Important Disclosures for Business Accounts

BUSINESS REVISED OCTOBER 2026

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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 peri- odically, 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. 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 contractual duty as described in the Agreement. Our internal policies and procedures are solely for our own purposes and do not impose on us anydutiesto you.

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. It is your Current Balance (defined below) less 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.
- **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."
- **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.
- **Hold**: Any amount of money in or associated with your Account that is unavailable to you. Holds may result from debit card payments that have been authorized but have not yet posted to your account, a portion of a Check you have deposited into your account that is not yet available to you, or an amount specified in a court order received by us, such as a garnishment order. Details about the amount and timing of a Hold will be included in any hold notice you receive.
- **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, you or a merchant may re-present an item for payment that has been returned unpaid) and, depending on the type of transaction, may be 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 available balance in your Account to cover an Item and/or fee at the time it is presented to us for payment, 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 sufficient available balance 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. 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. Our Funds Availability Policy influences whether such fees will apply, along with 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 may 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.

For deposits made in person (including those received at a Republic banking center or with a virtual teller using an ITM) or through tele- phone 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: 6 pm ET
- Transfers between Republic Accounts and other deposits you make using a Republic ATM: 4 PM ET
- Transactions conducted via virtual teller using an ITM: 5 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
- Business Onsite Deposit: 7 PM ET

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

Same Business 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:

- Cash deposits received at 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 deposits using a Republic ATM
- ACH deposit
- Wire Transfers

Same Day Availability

It is our policy to make the following deposited items available the *same day* on which we receive the deposit, even if that day is not a Business Day, 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)).
- 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)
- 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 same 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 $275 of your aggregate deposits will be available on the day on which we receive your deposit.

If we are not going to make all of your funds available to you on the same 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 $6,725 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 cash deposits, ACH deposits, and wire transfers (as described above) will be available on the day we receive the deposit. Funds from the first $6,725 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 $6,725 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

There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time. This section explains generally how and when we post transactions to your account.

Credits. Most deposits are added to your account when we receive them. For some checks you deposit or deposits made at ATMs, only a portion of the deposit will be made available immediately; the balance will be available two (2) business days later. There may be extended holds on checks over $5,000 or for other reasons. Thus, your Available Balance may not reflect the most recent deposits to your account. For details on the availability for withdrawal of your deposits, see the Fund Availability Section above.

Debits. There are several types of debit transactions. The most frequent types of debit transactions are described generally below. Keep in mind that there are many ways transactions are presented for posting to your account by merchants, and we do not control when they are received.

- **Checks**. When you write a check, it is processed through the Federal Reserve system. We receive data files of cashed checks from the Federal Reserve each Business Day. The checks in these files are processed when we receive the file and in check number order.
- **ACH Payments**. We receive data files every Business Day from the Federal Reserve with Automated Clearing House or ACH transactions. These files include credits, or deposits to your account, and payments from your account, such as automated bill payments. ACH credits are applied to your account at the time each file is received. ACH payment transactions from these files are grouped together each day and posted to your account at the end of the Business Day. Individual payment transactions are posted in low dollar to high dollar order.
- **Point of Sale (POS) Debit Card PIN Transactions**. These are transactions where you use your debit card and you enter your PIN number at the time of the sale. They are similar to ATM withdrawals because money is usually deducted from your account immediately at the time of the transaction. However, some POS transactions are not presented for payment immediately; it depends on the merchant you are attempting to pay.
- **Signature Debit Card Transactions**. These are transactions where you make a purchase with your debit card and you do not enter your PIN but you are instead asked to sign for the purchase. In these situations, the merchant may seek prior authorization for the transaction. When that happens, we generally place a temporary hold or "authorization hold" on the available funds in your account. The amount of the authorization hold is set by the merchant and is subtracted from your Available Balance but not your Current Balance. Authorizations are received by us throughout each day. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for posting to (or payment from) your account. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received. Please note: the amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, if you use your card at a restaurant, a hold will be placed in the amount of the bill presented to you, but when the transaction posts it will include any tip that you may have added to the bill. This may also be the case where you swipe your debit card at gas stations and hotels and other retail establishments. We cannot control how much a merchant asks us to

authorize, or when a merchant submits a transaction for payment. The fact that we put an authorization hold on your Available Balance does not mean the authorization is set aside and made available to pay the specific transaction authorized. The hold is simply a reduction in your Available Balance based on the fact that we have authorized a transaction and we are therefore obligated to pay it.

Debit card transactions can be recurring or nonrecurring. Recurring transactions are where you use your debit card to set up a recurring monthly payment, such as a gym membership. Nonrecurring transactions are one-time transactions that are authorized each time you use your debit card. Using your debit card at a restaurant is an example of a one-time or non-recurring transaction.

- Fees associated with payment transactions are posted to your account immediately after the transaction that resulted in the fee. Other types of fees, such as Daily Overdraft fees (described below), monthly service charges and ATM transaction fees are posted at the end of the day after ACH payment transactions.
- Banking center transactions. These transactions include withdrawals or transfers made at branch teller windows or through Interactive Teller Machines (ITMs) and checks drafted and drawn on accounts in branches or through ITMs. These transactions are processed in real time, or as they occur.
- Zelle and other electronic payment system transactions. These payments are processed in real time as they occur.
- Consumer Online bill pay. These are bill payments initiated by you as opposed to automated bill payments, which are generally ACH payments initiated by merchants. Bill payments initiated by you are processed in real time.

This is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we chose as permitted by law.

c. Your Account Balance

When you access your Account online, you may see two kinds of balances: the Current Balance and the Available Balance. It is important to understand the difference in these two types of balances so that you know how much money is in your Account at any given time and when you may be charged Overdraft Fees or Returned Item Fees.

Your ***Current Balance*** is the full amount of all credits and debits that have been processed and posted to your Account at any given time each day pursuant to the Posting Order described above. Your Current Balance will therefore include, for example, funds not yet available to you because of a Hold we have placed on your deposit. Your Current Balance also does not include any pending Items that have not yet posted to your Account (whether as debits or credits), nor any preauthorized commitments to pay merchants or others that have not yet been posted to your Account. Thus, while the term "Current" may sound as though the amount you see is an up-to-date display of what is in your Account that you can spend, that is not always the case.

CURRENT BALANCE EXAMPLE: If you have a $50 Current Balance, but you just wrote a Check for $40, then your Current Balance is still $50 because it does not reflect the $40 Check that was written but not yet presented to us for payment.

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 and subtracting all pending Holds.

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 your deposit, 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 you use your debit card to purchase a $20 shirt and the merchant asks us to authorize the purchase. If we do, your Available Balance will be reduced by $20 so it will be $30. Your Current Balance will still be $50 until the merchant submits the shirt payment for processing. At that point, you Current Balance will also be reduced to $30.

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 re- minder 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 re minder 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

a. How the Bank Determines that an Overdraft Has Occurred.

"Overdraft" means there is not enough Available Balance in your account at the time a payment transaction or fee is presented to us for processing. Should an Overdraft occur, and you have signed up for Overdraft Protection (described below), then we will f irst attempt to pay the item by transferring funds to your Checking Account from another eligible account or, if available, an approved Personal Line of Credit. We do not charge fees for transfers from Overdraft Protection accounts. However, you will be charged interest on transfers from a line of credit account in accordance with the terms of your line of credit agreement.

If you have not signed up for Overdraft Protection or funds are not available in your Overdraft Protection accounts when a transaction is presented to us, then we may either reject the transaction or we may, at our discretion, elect to pay it using our Standard Overdraft Service, which we refer to as Business Overdraft Honor.

If we authorize a check, ACH, bill pay, or debit card payment transaction and there is insufficient Available Balance at the time it is paid from your account, then we may charge you an Overdraft Fee. You will not be charged an Overdraft Fee for a debit card payment if there was sufficient Available Balance in your account at the time it was authorized, even if there is not enough Available Balance at the time we pay it. In other words, to get an Overdraft Fee for a debit card payment, you must be eligible for Business Overdraft Honor for debit cards so that the transaction will be authorized when there is insufficient Available Balance and there must also be insufficient Available Balance at the time it is paid. You will not be charged a fee if a one-time debit card payment transaction or ATM withdrawal are simply declined. However, if we decline to pay a check or ACH payment, then the item will be returned unpaid and you will be charged a Returned Item or NSF fee. Check and ACH payment transactions that are returned unpaid may be re-presented by a merchant multiple times until paid. If your account has insufficient Available Balance when a check or ACH is re-presented, it may be returned again or we may decide to pay it into overdraft. You will not be charged a Returned Item Fee or Overdraft Fee for re-presented check or ACH payments so long as they are properly described as "retries" by the merchant seeking payment.

The following is an example of how Business Overdraft Honor works:

> Assume your Current and Available balance are both $100, and you swipe your debit card at a restaurant for a Signature Debit Card Transaction in the amount of $60. If your transaction is authorized, your Available Balance will be reduced by $60 so your Available Balance is only $40. Your Current Balance is still $100. Before the restaurant charge is sent to us for posting, a check that you wrote for $50 clears. Because you have only $40 available (you have committed to pay the restaurant $60), your account will be overdrawn by $10, even though your Current Balance was $100. In this case, we may reject the check, in which case you will be charged a Returned Item Fee. If you are eligible for Business Overdraft Honor, then we may pay the $50 check, but you will be charged an Overdraft Fee because your Available Balance was not sufficient at the time of payment to cover the check. When the $60 resta urant charge is later submitted to us and posted to your account it will also be an Overdraft, but, you will not be charged a fee because your Available Balance was sufficient when it was authorized.

You may be charged up to five Overdraft Fees and up to 10 Returned Item Fees per day. You will not be charged an Overdraft Fee or a Returned Item Fee unless your Available Balance is negative by more than $5. You will also not be charged Overdraft or Returned Item Fees for any individual transactions that are less than $10.

If your Current Balance becomes overdrawn for any reason, you are obligated to repay us immediately. If you do not, a Daily Overdraft Fee will be assessed beginning on the first consecutive Business Day after your Current Balance becomes overdrawn and will be assessed for each Business Day your Account has an overdrawn Current Balance for up to fourteen (14) Business Days. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover Overdrafts, Returned Item Fees and Overdraft Fees, or any other fees and charges assessed against your account. Please note that you may incur Daily Overdraft Fees even if you do not have Overdraft Honor.

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	None	$8 Daily Overdraft Fee	None
Current Balance	$100	- $86	- $36	- $44	$706

Overdraft Fees and Returned Item (NSF) Fees are described in the current version of our Fee Schedule.

b. Overdraft Protection Options and Business Overdraft Honor

Overdraft Protection

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

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.

Business Overdraft Honor

If your account has insufficient Available Balance to cover a transaction and Overdraft Protection is not available, then we may elect to pay the transaction. We refer to this as Business Overdraft Honor. When you open a new Account, provided your Account is eligible for Business Overdraft Honor and in good standing as described below, 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.

Unless you opt out of Business Overdraft Honor, it applies automatically to checks, ACH payments, and card payments. Your can opt-out and elect not to participate in Business Overdraft Honor by visiting a branch to make your election, by calling us at 1-866-584-3600, or by writing to us at:

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

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 when you do not have enough Available Balance 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.

How to qualify for Business Overdraft Honor

To qualify for Business Overdraft Honor, 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.

No Coverage

We will not pay transactions that would cause an Overdraft if you opt out of Business Overdraft Honor, if we terminate your participation in Business Overdraft Honor, or if your product otherwise is not eligible for Business Overdraft Honor. If your account has an insufficient Available Balance to cover a transaction in such circumstances, the item will be returned unpaid and you will be charged a Returned Item or NSF fee. Note that, even if you do not participate in Overdraft Honor, you may still incur Daily Overdraft Fees, as explained above.

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.*

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.

a. 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.

b. 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.

c. 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.)

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.

d. 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.

e. 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.

f. 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

g. 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

h. 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.

i. 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).

j. 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.

k. 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.

l. 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 Available Balance to pay that Item 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 at the time of presentment. We are not obligated to pay any Check drawn on your Account if you do not have enough money to cover the Item when presented. 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 regard- less 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

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 ac- cording 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 period 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.

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 when they are presented.

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 of 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 Ac- count 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 amend or modify, add to, or delete any of 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 pro- vided 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 accessto 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. 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 gam- bling. 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. Limitation of Time to Commence Action

Any action or proceeding by you or us to enforce an obligation, duty or right arising under these Account Rules or by law with respect to your account or any account service must be commenced within either: (1) on year after the cause of action accrues, or (2) the minimum amount of time that can be contractually agreed to under applicable law, whichever is greater.

t. 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 ad- dress 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 CON- NECTION 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.

1. 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.

2. 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 tothe 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).

3. Excluded Claim or Proceeding: The following claims or proceedings will not be subject to arbitration: (a) any individual action initiated in or transferred to small claims court or your state's equivalent court of limited jurisdiction; or (b) any other claims where arbitration is prohibited by law at the time the Claim is asserted. Nothing contained in this Arbitration Provision shall prevent you or us from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your or our behalf. Nothing contained in this Arbitration Provision shall prevent either you or us from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Nor shall anything contained in this Arbitration Provision prevent either you or us from exercising self-help remedies, including non-judicial foreclosure, repossession, or set off 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 Claims subject to arbitration pursuant to this Arbitration Provision.

4. 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 or any other party has already initiated a lawsuit. 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. Arbitration claims initiated against us shall be sent to Republic Bank, Attn. General Counsel, 601 W. Market St., Louisville, KY 40202. Arbitration claims initiated against you shall be sent to the current address in our records.

5. The Administrator and Arbitrator: "Administrator" means the American Arbitration Association ("AAA"), National Arbitration and Mediation Services ("NAM"), or–if neither the AAA nor NAM is willing and able to serve—another arbitration service or arbitrator mutually agreed upon by the parties. The party initiating an arbitration may select the Administrator by filing a Claim with the Administrator of that party's choice or seeking to compel arbitration before that Administrator. If both AAA and NAM cannot or will not serve, the parties shall attempt to mutually agree to an alternative Administrator. If the parties are unable to select an Administrator by mutual consent, the Administrator shall be selected by a court. The arbitration shall be conducted in accordance with the Administrator's rules and forms applicable to the Claims at issue, including rules governing mass arbitrations (the "Rules"). The Claims shall be decided by a single Arbitrator, who shall be appointed by the Administrator in accordance with the Rules. The arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience handling the types of financial transactions involved in the Claims.

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 OB- TAIN 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.**

8. Location and Costs of Arbitration: Any arbitration hearing that requires personal attendance shall take place in a venue reasonably convenient to where you reside at the time the arbitration is initiated. If permitted by the Rules or the Arbitrator, the arbitration hearing may be conducted remotely by zoom or other electronic means. We shall pay for any filing, administration, and arbitrator fees imposed on you by AAA or NAM (or the applicable Administrator), except if you are the claimant seeking relief in an individual arbitration, in which case you shall be responsible for: the first $200 of the filing fees, whatever amount is required by AAA or NAM, or the amount you would be required to pay to file a claim in the applicable court, whichever is the greatest. If you are a claimant in a mass arbitration, the fees applicable to mass arbitrations shall apply. You will be responsible for your own attorneys' fees. The arbitrator shall be entitled to award attorneys' fees and costs to the prevailing party in the arbitration if permitted by applicable law or applicable Rules.

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.

10. The Arbitration Proceedings. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief. The arbitrator shall follow the law and shall not be entitled to make errors of law. Discovery shall be available for non-privileged information to the fullest extent permitted under the 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 or the right to appeal based on errors of law. Notwithstanding the foregoing, 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: Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth above shall be determined by the Court. 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 to the extent of the inconsistency.

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 shall first provide us with 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

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
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

Statement Reproduction Request (per statement)	$5
Check Copy Fee (per check)	$5
Previous Year Tax Notice Fee (per Item)	$10
USPS Certified Mail Fee	$7.50
Expedited Delivery Fee (UPS/FedEx)	based on requested service