

Business Internet Banking and Mobile Agreement & Disclosure



Effective date: April 15, 2025

1. Introduction

This Internet Banking Agreement and Disclosure governs your use of our Internet Banking and Bill Payment services (and will hereafter be referred to as this “Agreement”). By using the Internet Banking and Bill Payment Services you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

2. Electronic Disclosures

With your acceptance below, you agree to accept this Agreement and to receive future amendments to this Agreement as well as all legal and other disclosures, notices and other communications with respect to the Service in electronic form. We may notify you of any future notices by sending an alert to the e-mail address you provide to us below and/or by posting them on the Business Internet Banking Service main page for a period of at least thirty (30) days. You also agree and represent that you have the necessary equipment for accessing the Service and for viewing electronic disclosures as provided below.

You should print or save a copy of all disclosures delivered electronically. This Agreement is always accessible through the Internet Banking Service, and you may request a paper copy from us at any time free of charge.

You have a right to withdraw this consent by calling **(630) 570-7730**.

E-mail: support@republicEbank.com

3. Requirements for Enrolling in the Service

In order to enroll in the Service:

- You must have an Account with Republic Bank.
- Your Account with us must be in good standing.
- You must be eighteen (18) years of age or older.
- You must have a computer and Internet browser that will support 128-bit encryption. Our service supports the most popular current browsers.
- You will need Internet access through an Internet Service Provider (“ISP”).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external e-mail address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there is a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g., change to paper format vs. an electronic format) without the imposition of any fees.

4. Definitions

Account – means any and all accounts, including, but not limited to, any deposit account maintained with Republic Bank by you and any other account with Republic Bank to which you have access and control over any funds on deposit therein.

Account Agreement – means Republic Bank’s Terms and Conditions of your Account, which were made available to you in connection with the Account opening and are available on Republic Bank’s website.

ACH Origination – refers to the creation of debit and credit entries to facilitate the transfer or placement of funds in another institution through the Automated Clearing House (“ACH”) network. The ACH network is a funds transfer system governed by the National Automated Clearing House Association (“NACHA”), Bill Payment Service Provider – refers to the contractor, sub-contractor, or provider of our Bill Payment services, currently FIS.

Administrator – means the individual designated by you who will be responsible for implementing, managing, coordinating and monitoring Authorized Users and Authorized Users’ access to, and use of, the Service.

Affiliate – means any entity that is directly or indirectly controlled by, controlling or under common control with you.

Applicable Law – means all applicable federal and state laws, including, without limitation, the State of Illinois, to the extent not preempted by other state law, rules and regulations as in effect from time to time governing or relating to this Agreement or the Service, including, without limitation, the Operating Rules and the rules of any funds transfer system, and the rules of, and regulations administered by, the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), which issues the list of Specially Designated Nationals and Blocked Persons. OFAC information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or [here](#).

Authorized User – is any individual or agent whom you allow to use the Service or your passcode or other means to access your online Account(s).

Available Funds – means the amount of money you have in your Account that is available for you to use, which is updated throughout the Business Day, as determined in accordance with the manner in which Republic Bank generally processes and posts deposits and withdrawals.

Business Customer – refers to anyone other than a Consumer who owns or holds an Account at Republic Bank that is used primarily for business purposes.

Business Day – any calendar day other than Saturday, Sunday, or any holidays recognized by Federal Reserve Bank. Bill payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal Service are operating and open for business.

Business Day Cut-Off – our primary banking offices are located in Chicago and our business day is based on the Central Standard Time (“CST”) zone. The cut-off time for transfers is 8:00 PM CST. Bill Payment cut off times may differ and are further detailed within this Agreement.

Check – means a draft, payable on demand, drawn on, or payable through a United States financial institution, whether or not negotiable.

Consumer – refers to a natural person who owns or holds an Account at Republic Bank that is used primarily for personal, family or household purposes.

Entry – means an order or request for the transfer of money effected through the ACH payment system. This term shall have the same meaning as provided for in the Operating Rules.

Equipment – means any hardware or other equipment provided by Republic Bank to you to access or use the Service, including the scanning equipment.

Federal Reserve Bank – means the Federal Reserve Bank that is a part of the Board of Governors of the Federal Reserve System’s centralized banking system that facilitates the processing of electronic exchange payments among participating depository institutions.

Fedwire – means the funds transfer system owned and operated by the Federal Reserve Bank that is used primarily for the transmission and settlement of Payment Orders.

Funding Account – is the checking Account(s) from which bill payments will be debited. You must be a legal owner of any Funding Account registered for the Service.

Instruction – means any instruction (including any Payment Order or an application for credit), request, instrument or other communication provided using your Security Procedures, or otherwise provided by or on behalf of you, to Republic Bank to perform a Service or take action on behalf of you or your Account(s).

Losses – means any and all claims, actions, demands, losses, damages, judgements, liabilities, costs and expenses (including, without limitation, attorneys’ fees and court costs) and all costs associated with the settlement of claims.

Operating Rules – means, collectively, the NACHA operating rules and the rules, regulations and operating guidelines of any other clearinghouse, payment card association or payment network in effect from time to time used by Republic Bank to provide the Service.

RDFI – means a receiving depository financial institution, a bank or credit union that can accept ACH payments on behalf of their customers.

Payee – the person or entity to which you wish a Bill Payment to be directed or the person, company or organization from which you receive electronic bills as the case may be.

Payment Order – shall have the meaning as set forth in Article 4A of the UCC and shall include, but not be limited to, Instructions given for the use of the Service for the origination, processing and payment of electronic funds transfers, including any wire transfers, Entries, and any internal funds transfers between Accounts.

Security Token – means an electronic device designated by Republic Bank that will permit Authorized Users to generate a one-time use numeric code to provide authentication to effect transactions in connection with certain parts of the Service.

Service – means the Internet Banking, Mobile Banking, Bill Payment, E-Bill Delivery and Zelle services offered by Republic Bank through its Service Providers.

Security Procedures – means the use of secure devices and software and additional procedures, including Access IDs, Passcodes, Security Tokens, personal or location identification numbers, repetitive codes, dual control, call-back protocols and other security devices, systems and Software that are adopted for use of the Service to verify the authenticity of communications from you.

Service Provider – means any agent, licensor, independent contractor or subcontractor that a Consumer or Republic Bank may involve in the provision or use of Internet Banking and/or Bill Payment Services.

Software – means the System and the software, design, functionality, specifications, tapes or other media, programs, procedures and Equipment provided in connection with the System as well as the content and other works of authorship provided, displayed or published in connection with the System.

System or **Internet Banking System** – refers to all Internet websites or applications, including the Business Internet Banking Service portal, that may be used to access the Service and otherwise send and receive information and Instructions.

UCC – means the Uniform Commercial Code, as adopted and implemented by the State of Illinois.

We, Us or Our – refers to Republic Bank of Chicago (also called “Republic Bank,” “Republic” or “Bank” in this Agreement) and any agent, independent contractor, service provider, designee or assignee Republic Bank of Chicago may involve in the provision of Internet Banking.

You or Your – the person(s) subscribing to or using Internet Banking.

5. Internet Banking Features

Republic Bank’s Internet Banking System consists of an online banking web site that provides a complete array of financial services to its customers. This allows customers to access their data with up to twenty-four (24) months of full statements and complete transaction detail.

The Internet Banking System that is accessible by Republic Bank’s customers over the Internet currently offers:

- Account inquiries, balances, rates, etc.

- Detailed transaction history
- Secure e-mails & file transfers
- Text demand deposit Account or savings Account statements
- Transaction downloads
- Various bookkeeping services
- Account transfers
- Payments to our loan accounts
- Stop payments
- Line of credit advances

For customers who select Bill Payment, these additional functions are available:

- One-time payments
- Fixed recurring payments
- Occasional payments
- Electronic bills

Additional services are also available to our Business Customers including:

- ACH credit origination
- Direct deposit originations
- ACH debit origination
- EFTPS credit originations
- Wire transfer requests
- Repurchase agreement information
- NACHA file imports
- Sub-user administration
- Balance reporting

6. Administration

You will (i) manage and administer the security of all communications from you to us, (ii) designate your employees that are authorized to access and use the Service to access information or transact business on your behalf, (iii) create Administrator and Authorized User profiles, (iv) enable, disable or distribute Access Credentials and other Security Procedures and (v) complete, execute and modify any implementation forms required by us to provide the Service. We may rely on all designations made by you until such time as we receive notice that such designations have been changed and has had a reasonable opportunity to act on such notice. We are not responsible for detecting errors in transmissions made by you using the Service.

7. Alerts

You may receive Account alerts through the Service by enrolling in the “Add Alerts” tab on the menu. You may select alerts that will notify you when your Accounts reach a minimum or maximum balance, when a transaction is complete or has failed, when a Check is processed or when your certificate of deposit matures. We will not be liable for any errors in the content of information obtained or transmitted through alerts, or for any actions taken in reliance thereon.

8. E-mail Notices

You agree that we provide e-mail notices only as a courtesy and not as a replacement of or substitution of any Service. You acknowledge and agree that it is your responsibility to review transactions and information regarding Account activity and otherwise take appropriate action in reaction to any such e-mail notice and in compliance with the terms of the Service. Your receipt or lack of receipt of any e-mail notice has no effect on the validity of transactions or information.

By electing to receive e-mail notices, you represent and warrant to, and agree that (i) the e-mail address to which e-mail notices shall be sent are owned by you and you have access to such e-mail notices, (ii) you can access the e-mail notices and (iii) you will be responsible for the accuracy and validity of all e-mail addresses provided to us by you and you shall notify us prior to any change of your e-mail address for receipt of e-mail notices.

9. Contact Via Telephone and Text Message

To the extent an authorized person of your business provides Republic Bank with a mobile telephone number, you and such authorized person will have provided express written consent to receive calls and messages, including pre-recorded calls and calls made using an automatic telephone dialing system, and SMS messages (including text messages) from Republic Bank and our affiliates. This consent extends to both marketing and transactional calls and messages. Message and data rates may apply to calls and messages from Republic Bank and such authorized person, and you are responsible for any such charges. The cellular telephone provider will charge you or such authorized person according to the type of mobile plan carried. Please note that your agreement to this Section 9 is not required to do business with Republic Bank. You may revoke this consent at any time by calling (630) 570-7730 or e-mailing: support@republicEbank.com.

10. Internet Security and Privacy Information

Privacy Statement – Republic Bank understands how important privacy is to our customers. We have taken steps to ensure your security and privacy for your personal and financial dealings with Republic Bank. Our customer privacy statement can be obtained [by clicking here to download a copy](#). The Service utilizes a comprehensive security strategy to protect your Accounts and transactions conducted over the Internet.

Prior to activating your access to the Service, the Bank will verify your identity and ownership for the Account(s) that you request to be linked to the Service.

Access IDs and Passcodes – One of the main security features protecting the Service is the unique combination of your Access Identification Code (“Access ID”) and Service passcode (“Passcode”). During the enrollment process, you will be asked to select a unique Access ID and then choose a Passcode that will be used to gain access to the Service. You determine your own Passcode, which is encrypted in our database. Neither Republic Bank nor its Service Providers have access to this information. The Service will automatically deactivate your account after three unsuccessful login attempts within a twenty-four (24) hour time frame.

You may reset your Passcode online or you may contact us for assistance. Because your Passcode issued to access your Accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Passcode that is hard to guess.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do NOT use dictionary words. The “Help” link within the Service will offer tips on choosing a secure Passcode that you can remember.
- Keep your Passcode safe.
- Memorize your Passcode and do NOT write it down.
- You should also change your Passcode occasionally, such as every ninety (90) days.
- A Passcode should be changed immediately if you suspect that your Passcode has been compromised. This can be done at any time from the “User Services” menu after you log on to the Service.

Neither Republic Bank nor its Service Providers will contact you by telephone or e-mail requesting personal information, your Access ID or your Passcode. If you are contacted by anyone requesting this information, please contact us immediately.

We will not be liable for any Losses resulting from you permitting other persons to use your Access Code and Passcode to access the System.

Encryption – The Service uses the Secure Socket Layer (“SSL”) encryption technology for everything you do while using the Internet Banking System. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked.” What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority – The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the Certificate Authority key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the “Browser SSL Update” link, which is located on the Service login page. By clicking on the “lock” icon within the Service, you can view the certificate to ensure it is valid.

Cookies – During your use of the Service, our Internet Banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Passcode for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet Banking product. The cookie is stored on your computer’s hard drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your Account.

An encrypted non-expiring Cookie is also used within our Internet Banking product for the identification of Republic Bank.

Log-On Security – Security is very important to the Internet Banking System. During the enrollment process you will be asked to select a unique Access ID and then choose a Passcode that will be used to gain access to the System. Prior to activation, the Bank will verify your identity and authorization for the Accounts that you requested be linked to the Internet Banking Service.

To help prevent unauthorized access and ensure the security of your Accounts, we will end your online session if we have detected no activity for ten (10) minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Passcode and your session will continue where you left off.

Because your Passcode is used to access your Accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Passcode that is hard to guess. Keep your Passcode safe. Memorize your Passcode and never tell it to anyone. You will be prompted to change your Passcode every ninety (90) days. This can be done at any time after you log in by clicking on the “User Services” menu.

Multi-Level Authentication – We use multi-level authentication and behavior analysis to help prevent unauthorized access to your Accounts. Multi-level authentication can help prevent access by someone who may have stolen your login credentials.

Additional Security Guidelines:

- All Authorized Users should sign-off after every Service’s session; however, online sessions will automatically end after ten (10) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g., in a library or in an Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and antispyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer’s operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.
- If you use wireless Internet access, turn on the encryption.
- Be cautious of e-mails you are not expecting and that ask for your personal information (e.g., ATM card number, user name, PIN), Republic Bank will never ask for your personal information through e-mail.

If you have more questions about our security systems for conducting transactions safely over the Internet, contact Internet Banking Service Support at (630) 570-7730.

11. Protecting Your Online Account(s)

Multi-Level Authentication

We use multi-level authentication and behavior analysis to help prevent unauthorized access to your Accounts. Multi-level authentication can help prevent access by someone who may have stolen your login credentials.

The Service will allow you to establish individual Access IDs, Passcodes and privileges for each Authorized User. Transaction history is maintained for each Access ID. Additional fees may be assessed for each Access ID. You will be solely responsible for designating Authorized Users, assigning privileges, and disclosing the identity of said Users to Republic Bank and all changes thereof in writing. You hereby represent and warrant that your Authorized Users have the appropriate authority to initiate transfers and bill payments through the Service.

You authorize Republic Bank and its Service Providers to act upon, and agree to be bound by, any transaction, whether or not authorized, that is initiated with an Access ID and Passcode of Authorized User(s). Furthermore, any Instructions, directions, or other information provided by you, or any of your Authorized Users, will be deemed to have been authorized by you.

You assume any and all liability arising from the use or misuse of the Service or your Accounts by your Authorized Users. You agree to indemnify and hold harmless Republic Bank and its Service Providers from any liability and/or damages resulting from acting upon any direction, Instruction, or information that is initiated with an Access ID and Passcode of an Authorized User.

Republic Bank or its Service Providers may send notices and other communications, including e-mails, to the current address shown in Republic Bank's records, whether or not that address includes a designation for delivery to the attention of any particular individual. In addition, Republic Bank and/or its Service Providers will not be responsible or liable in any way if information is intercepted by an unauthorized person, either in transit or at our place of business.

Furthermore, you agree that:

- you will immediately notify us and select a new password if any of your Authorized Users believe your Passcode(s) may have become known to an unauthorized person, or compromised in any other manner; and
- Republic Bank may disable Passcodes of Authorized Users, even without receiving such notice from you, if we suspect Passcodes are being used in an unauthorized or fraudulent manner.

You shall be solely responsible for the implementation of all commercially reasonable Security Procedures to control access to your computer systems and to protect any data files stored thereon. Such procedures include but are not limited to anti-virus, physical, logical and network security control systems and devices. Republic Bank and its Service Providers shall have no obligation, liability, or control, either directly or indirectly concerning your selection of security systems or devices for the protection of any data files or computers used to access the Service or over your development or implementation of Security Procedures or your failure to maintain said procedures.

Security Tokens

We require the use of Security Tokens for multi-level authentication in connection with certain transactions, including wire transfers and ACH origination. This second factor is a one-time access code generated by your Security Token. The generated code can only be used once to provide an Internet Banking authentication. A different code will be generated by the Security Token each time it is used.

Republic Bank grants you and your Authorized Users non-exclusive, non-transferable rights to the Security Tokens. Title to and rights in the Security Tokens reside in Republic Bank and, except for specific rights granted to you by license, neither you nor any of your Authorized Users will acquire any rights whatsoever in the Security Tokens. We will make all reasonable efforts to ensure that Security Tokens will perform as necessary to permit your access to the Service. **REPUBLIC BANK DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANT ABILITY, DESIGN, QUALITY, PERFORMANCE, CONTINUOUS USE OR ERROR-FREE OPERATION.** You or your Administrator must notify Republic Bank immediately if any Security Token fails to function, and your sole remedy in that event will be our replacement of the Security Token.

We will issue a designated number of Security Tokens to you for your Administrator to assign to Authorized Users. You and your Authorized Users are responsible for the security of the Security Tokens issued by us. You are responsible for tracking Security Tokens issued to Authorized Users. You must assure that your Authorized Users ensure that the Security Tokens cannot be accessed, copied, reverse engineered or otherwise tampered with. In particular, you must confirm that the Security Tokens are kept safe and secure, in your possession and or the possession of your Authorized Users at all times and that Authorized Users do not share Security Tokens. Further, you and your Authorized Users must not use the Security Tokens other than for the purpose of identifying yourselves to us in relation to the Service, and you may not transmit or otherwise send the Security Tokens to any other party.

If you suspect any impropriety on the part of any Authorized User in connection with use of a Security Token or if an Authorized User with a Security Token is leaving your employment, you must take immediate steps to ensure that the Authorized User is prevented from further access to the Service, including recovery and destruction or reassignment of the Security Token issued to the relevant Authorized User in such manner as designated by Republic Bank.

We will not be liable to you or to third parties for any loss whatsoever arising from unauthorized use of Security Tokens.

12. Commercially Reasonable Security Procedures of the Service

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE.

YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU ALSO AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS ID(S) AND PASSCODE(S).

IN THE EVENT OF A DATA SECURITY BREACH, YOU AGREE TO COOPERATE WITH US IN CONNECTION WITH OUR INCIDENT RESPONSE INVESTIGATION IN A TIMELY MANNER AND TO PROVIDE ANY INFORMATION REQUESTED BY US WITHIN TWO (2) BUSINESS DAYS OF THE REQUEST. YOU AGREE TO PERMIT US OR OUR AUTHORIZED REPRESENTATIVES ACCESS TO YOUR COMPUTER SYSTEMS IN CONNECTION WITH AN INVESTIGATION. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY THIRD-PARTY CLAIM ARISING IN CONNECTION WITH A DATA SECURITY BREACH, EXCEPT TO THE EXTENT THE BREACH IS CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR PROCESSOR.

YOU FURTHER AGREE TO NOTIFY REPUBLIC BANK IN THE EVENT THAT YOUR USE OF THE SERVICE WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE SERVICE. IF YOU FAIL TO NOTIFY US, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

13. Registration Process

The Service requires completion of an initial registration process. This involves completing a secure online application that will identify your Republic Bank branch location and all the information that we will need to enable the Service. Business Customers must also submit a signature page authorizing enrollment for the Internet Banking Service. The Bank will verify the information you submitted for accuracy and authorization. In about one (1) week, you will be notified when your account will be activated.

14. Accounts

You may request to access any Account on which you are a signer or owner. If you desire services that allow you to initiate payments or transfers from the Account, you will need the required withdrawal authority over the Account to be able to complete the transaction. By using the Service, you agree to maintain one or more Accounts with us and to keep sufficient balances in any Account to cover any transaction and fees that are ultimately approved by or related to the System. If the Accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of any Authorized User's Access ID and Passcode are authorized unless we have been notified to cancel the Service.

15. Fees for the Internet Banking Service

For a complete list of fees, please refer to our fee schedule (“Commercial Services Fee Schedule”) by clicking [here](#). The Commercial Services Fee Schedule may be amended by Republic Bank from time to time. You will be provided with notice of any such change if required by Applicable Law.

You agree to pay Republic Bank for the Service in accordance with the Commercial Services Fee Schedule and for any other fees and charges not covered under such schedule for any special service or handling requested or required by you. The Commercial Services Fee Schedule for the Service will be deemed accepted by you upon provision of the Service to you. You will be pay any sales, use or similar tax applicable to the Service. If Republic Bank is required to pay any such taxes, you will reimburse Republic Bank therefore upon demand. You will also pay all attorneys’ fees and other costs and expenses Republic Bank may incur in collecting fees or other sums you may owe to Republic Bank in connection with the Service.

Republic Bank may collect any amounts due by you to Republic Bank by debiting any of your or your Affiliates’ accounts with Republic Bank, billing you, and/or setting off against any amounts Republic Bank owes you, without any obligation to give prior notice thereof to you. As security for the full and timely payment and performance of all of your obligations under this Agreement, you hereby grant to Republic Bank a security interest in, and a first priority lien upon, your Accounts, including your Affiliates’ accounts. Your failure to satisfy any of your obligations to Republic Bank will constitute a default. Upon the occurrence of a default, and at any time thereafter, Republic Bank may use and apply any and all funds in the Accounts and exercise any and all other rights and remedies available to Republic Bank at law, in equity or by agreement.

16. Balance Inquiries, Bill Payments and Transfers Limitations

You may use Internet Banking to check the balance of your Accounts and transactions processed and to transfer funds among your Accounts. Each funds transfer under or through the Service is subject to any transfer limitations that apply to the Account. You acknowledge and agree that Republic Bank may limit or restrict the types of transfers, including Payment Orders, that you may originate, and the Accounts you may originate transactions from, through the Service. The specific limitations are set forth in the implementation forms or otherwise separately provided to you. If you attempt to initiate a transaction in excess of these limits, Republic Bank may reject your transaction. If Republic Bank permits you to make a transaction in excess of these limits, such transaction will still be subject to this Agreement, and Republic Bank will not be obligated to allow such a transaction at other times. The Service may be subject to certain additional limitations from time to time.

Balances shown in your Accounts may include deposits that are subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding Checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. Transfers will be processed within one (1) to two (2) Business Days of the completed transfer request. If you have further questions, contact our Internet Banking Coordinator.

The balances are updated periodically, and the System will display the most current “as of” date on the “Accounts” summary page. There may be situations that cause a delay in an update of your balances. The System will use the most current balance available at the time of a transaction to base our approval.

17. Special Information about the Stop Payment, Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services

The Internet Banking System includes several options under the “User Services” menu that provide a means to securely forward your request to us for processing. Generally, requests received through the Internet Banking System will be processed within one (1) Business Day using the same procedures for similar requests received by mail or fax. If urgent action is required, we recommend that you contact us directly by telephone or in person.

Additional terms of acceptance or disclosures may apply on the stop payment service and these terms will be disclosed at the time you complete the request. The stop payment feature is designed to submit a request to stop payment on Checks you have written or electronic drafts that are deducted from your Account. There may be additional fees associated with some of these services. Please refer to the Account Disclosure provided to you separately. **This service is not available**

to cancel payments scheduled through the Bill Payment Service. If you have a problem or need to cancel a bill payment, you will need to contact Internet Banking Service Support at (630) 570-7730.

18. Bill Payment Service

(A) Enrolling in the Service

You can request access to our Bill Payment Services during the enrollment process by placing a checkmark in the “Bill Pay” column next to the checking Account(s) you want to use with the Service. You may also enroll for Bill Payment Service by contacting us at (630) 570-7730 or you can enroll in person at one of our offices. If you have previously enrolled for other features of the Service, you could also send us a secure e-mail through the Service.

(B) Setting Up Payees

In order to pay bills online, you will need to set up your Payees by choosing from the database of vendors (i.e., Payees) that already exist, or you can schedule a payment by entering the necessary payment address information. We will process all payments to Payees that have an address in the United States and its territories.

Tax payments to state, federal, or local tax agencies and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall Republic Bank or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service guarantee, as it applies to any late payment related charges, is void when these types of payments are scheduled and/or processed by the Service.

(C) Payment Methods

Payments that you make through the Service are processed either electronically or by Check. By using the Service, you authorize us and our Service Providers to choose whatever payment method we feel is the most effective method to process your transaction.

(D) Scheduling Bill Payments

You should schedule bill payments in sufficient time to be delivered by the due date. The service will display a “deliver by date” based upon the “send on” date that you enter.

Bill payments may be scheduled for the current Business Day or any date in the future at any time, but they will only be processed once a day, at 9:30 PM CST on any Business Day. If you attempt to schedule a payment for the same day after the cut-off time or on a non-Business Day, the System will notify you that you need to change the date to the next Business Day.

When you schedule a bill payment through the Service, you authorize Republic Bank to withdraw the necessary funds from your Account and remit funds on your behalf so that funds arrive as close as reasonably possible to the delivery date designated by you. The scheduled bill payment will normally be charged to your Account within one (1) to two (2) Business Days following the date your payment is sent. If your Account does not have sufficient funds, you may be charged an insufficient funds or overdraft charge.

The bill payment service will also allow you to see a history of all the payments made from your Funding Accounts.

(E) Bill Payment Delivery Times

The delivery time for bill payments generally will be determined by the payment method.

If the payment method is by paper Check sent through the U.S. Postal Service, the “deliver by date” will usually be five (5) to seven (7) Business Days after the payment is sent (this date is the “send on” date in the System). If the bill payment is sent electronically, the “deliver by date” will typically be two (2) to three (3) Business Days after the “send on” date.

All bill payments, if properly scheduled, should be delivered to the Payee by at least the tenth (10th) Business Day after the payment was approved and charged to your Account. The System assumes the Payee will promptly process the payment on the Business Day it is received. Any delays caused by the Payee would result in additional days before the payment would show on their records.

(F) Bill Payment Late Fee Guarantee

We will reimburse you up to Fifty Dollars (\$50.00) per payment for any late payment fees or penalties you incur as a result of the Payee not receiving a payment by the Due Date if all the following apply:

- If you scheduled the payment to be sent at least five (5) Business Days prior to the due date. This applies regardless of whether the payment is sent electronically or by Check.
- If correct information was provided to us about the Payee (name, address, Account number and amount).
- If your Account had sufficient funds to complete the payment on the scheduled “send on” date.
- If the Payee was a business Payee.
- If the Payee assessed late payment fees or penalties due to the delay of this payment.
- If you did not receive notice from Republic Bank, our Service Provider, or the Payee at least ten (10) calendar days prior to your scheduled payment that would have alerted you to a problem processing payment scheduled through the Service.

(G) Bill Payment Stop Payment Requests

The ability of Republic Bank and its Service Provider to process a stop payment on a bill payment request will depend on the payment method. After cut-off time, you cannot stop or change bill payments that are issued to payees electronically. However, if you need to issue a stop payment on a bill payment issued by paper Check, contact us as soon as possible.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

(H) Returned Payments

In using the Service, you understand that Payees and/or the United States Postal Service may return bill payments to our Service Provider for various reasons such as, but not limited to, Payee’s forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full.

Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Funding Account(s). You may receive notification from the Service of returned payments.

(I) Prohibited Payments

Payments to Payees outside of the United States or its territories are prohibited through the Service.

19. Electronic Bill Delivery (E-Bill Delivery)

This feature is for the presentment of electronic bills (“E-Bill(s)”) only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service’s E-Bill options, you also agree to the following:

(A) Information Provided to the Payee

We are unable to update or change your personal or business information such as, but not limited to, name, address, telephone numbers and e-mail addresses, with the Payee. Any changes will need to be made by you; contact the Payee directly. Additionally, it is your responsibility to maintain all usernames and passwords for all Payee sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s or company’s bill.

Our Service Provider may, at the request of the Payee, provide to the Payee your e-mail address, System address or other data specifically requested by the Payee at the time of activating the electronic bill, for purposes of the Payee informing you about service and/or bill information.

(B) Activation

Upon activation of the E-Bill feature, our Service Provider may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your Accounts current. Each Payee reserves the right to accept or deny your request to receive electronic bills.

(C) Notification of Bill Delivery

Our Bill Payment Service Provider will use its best efforts to present all of your E-Bills promptly. In addition to notification within the System, our Service Provider may send any-mail notification to the e-mail address listed for your Account. It is your sole responsibility to ensure that this e-mail address information is accurate. In the event you do not receive notification of a bill, it is your responsibility to periodically log on to the System and check on the delivery of new E-Bills. The time for notification may vary from Payee to E-Biller. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of Electronic Bill Notification

The Payee reserves the right to cancel the presentment of E-Bills at any time. You may also cancel E-Bill presentment at any time. The timeframe for cancellation of your E-Bills may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. Our Bill Payment Service Provider will notify your Payee(s) as to the change in status of your Account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any E-Bills that are already in process at the time of cancellation.

(E) Non-Delivery of Electronic Bill(s)

You agree to hold harmless, Republic Bank and its Service Providers should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

(F) Accuracy and Dispute of Electronic Bill

Neither Republic Bank nor its Service Providers are responsible for the accuracy of your E-Bill(s). This Republic Bank and its Service Providers are only responsible for presenting the information received from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

20. Our Liability for Failure to Complete Transactions

It is our responsibility to process all bill payments and transfers properly initiated through the Internet Banking Service in accordance with this Agreement. However, we shall incur no liability, and any Bill Payment Service guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. You do not have enough funds in your Account to make the transaction. The amount of funds available is calculated in accordance with our Funds Availability Policy, provided to you separately.
2. If the transaction would go over the credit limit on your overdraft line of protection account (if you have one) or the overdraft line of protection account has been closed.
3. If (a) your computer, software, phone lines or our computer systems/the System were not working properly and (b) you were aware of the problem(s) when you started the transaction.
4. You had knowledge of or questions about the possible malfunction of the System when you initiated the transaction.

5. Any information provided by you about the Payee is incorrect.
6. The scheduling instructions on how to make a transaction contained in the User's Guide have not been properly followed.
7. There are any delays in the handling of the payment by the Payees.
8. Incomplete or inaccurate information has been provided to us regarding the Account or transaction.
9. It can be shown that the merchant or Payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of Republic Bank or our Service Providers.
10. If circumstances beyond our control such as natural disasters (e.g., fire, flood, tornado, etc.) or other uncontrollable circumstances (e.g., mail delays, telecommunications outages, power failures, etc.) prevent proper completion and delivery of transactions despite reasonable precautions that we have taken.
11. If your Account has been tied up by legal proceedings or other action restricting a transaction.
12. We have a reasonable basis for believing that unauthorized use of your Access ID or Passcode or designated account has occurred or may be occurring.
13. If you default under the terms of this Agreement or any other legal agreement with us.
14. If either party terminates this Agreement.

Provided none of the foregoing exceptions are applicable, if our Service or causes an incorrect amount of funds to be removed from any of your Account(s), or causes funds from your Account to be directed to a Payee, which does not comply with your payment Instructions, Republic Bank and/or its Service Providers shall be responsible for returning the improperly transferred funds to your designated Account(s), and for directing to the proper Payee any previously misdirected transactions and, if applicable, for any late payment related charges.

21. Unauthorized Transfers

You will not have the benefit of any consumer law limiting liability with respect to unauthorized transfers. This means your liability for unauthorized transfers could be greater than the liability in a consumer transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of the Internet Banking Service for a business purpose as described in this Agreement.

22. Your Liability for Unauthorized Transfers

You are liable for transactions you do not authorize if we can prove we processed the transaction in good faith and in compliance with commercially reasonable Security Procedures to which we both agree, unless otherwise required by law.

Tell us AT ONCE if you believe your Access ID and/or Passcode has been lost or stolen. Telephoning is the best way of keeping your possible Losses down. You could lose all the money in your Account (plus your maximum line of credit). If your Access ID and/or Passcode are lost, stolen or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing.

23. Limitation of Liability

Notwithstanding anything to the contrary, Republic Bank's liability to you for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a Payment Order, shall be limited to an amount equal to interest Losses attributable thereto, provided that Republic Bank's liability to you for any Losses arising from or relating to this Agreement or the Service that are outside the scope of Article 4A of the UCC shall be limited to direct damages attributable to Republic Bank's willful misconduct or gross negligence. Republic Bank's liability hereunder for interest Losses will be calculated by using the daily federal funds rate in effect at the Federal Reserve Bank for the period involved.

In no event shall Republic Bank be liable for (i) any punitive, indirect, incidental, consequential or special damages or lost profits, even if Republic Bank has been advised of the possibility of such damages or Losses; (ii) the acts or omissions of you (including your Authorized Users, Administrator(s), Affiliates and other current or former employees and agents) or any Service Provider used by you, or any Losses incurred by any person or entity in connection therewith, excepting damages attributable to Republic Bank's gross negligence or willful misconduct; (iii) any Losses to you in connection with the System, Equipment, Software or your use thereof, excepting damages attributable to Republic Bank's gross negligence or willful misconduct; (iv) any interception of any information relating to you, your Account(s), or your transactions as a result of your Payment Orders or Instructions to Republic Bank or use of the Internet, Equipment or Software; (v) any inaccuracy or omission in a notice or communication received by Republic Bank from you or any other third party, or the acts or omissions of another financial institution, funds transfer system or other third party, excepting Republic Bank's Service Providers; (vi)

the lack of Available Funds in an Account to complete a transaction; (vii) Republic Bank's inability to confirm to Republic Bank's satisfaction the authority of any person to act on your behalf; or (viii) your failure to follow any applicable implementation forms or other instructions relating to the Service.

Any claim, action or proceeding by you to enforce this Agreement or to recover for any Service-related Losses must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with Republic Bank in any Loss recovery efforts Republic Bank undertakes to reduce any Loss or liability that arises in connection with the Service.

Customer agrees that: (i) Republic Bank will be excused from failing to transmit or delaying in transmitting or processing an Instruction if such transmittal or processing would violate Applicable Law, including relevant sanctions; and (ii) Republic Bank will not be responsible for the acts or omissions of any other financial institution, funds transfer system, the Federal Reserve Bank, intermediary, transmission or communications facility, any receiver or RDFI or any other third party, or for any return of an Entry by such receiver or RDFI, none of whom shall be deemed Republic Bank's agent.

THE REMEDIES PROVIDED TO YOU IN THIS AGREEMENT SHALL CONSTITUTE YOUR SOLE AND EXCLUSIVE REMEDY AND SHALL CONSTITUTE OUR ENTIRE LIABILITY AND THE ENTIRE LIABILITY OF OUR SERVICE PROVIDERS. IN NO EVENT SHALL WE OR OUR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS' FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) WHICH MAY IN ANY WAY ARISE OUT OF YOUR USE OF THE INTERNET BANKING SERVICE AND/OR THE USE, INSTALLATION OR MAINTENANCE OF THE EQUIPMENT OR SOFTWARE INCIDENTAL THERETO (INCLUDING, BUT NOT LIMITED TO, DEFECTS, MALFUNCTIONS OR VIRUSES).

No third party will have rights or claims against us or our Service Providers under this Agreement.

24. Virus Protection and Computer Maintenance

You are responsible for the maintenance and security of your personal computers. Republic Bank is not responsible for any electronic virus or spyware that you may encounter. We encourage our customers to routinely scan their computers and diskettes (including CDs, DVDs or other media) using a reliable virus detection and anti-spyware product(s) to detect and remove any viruses or malicious software. Undetected or unrepaired viruses and malware may transmit sensitive data, corrupt and/or destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

25. No Signature Requirements

When any payment or other on-line Service generates items to be charged to your Account, you agree that we may debit the designated Account, or the Account on which the item is drawn, without requiring your signature on the item and without any notice to you.

26. Errors and Questions

You agree to notify Republic Bank immediately if you discover any error, omission, or discrepancy between your records and the information Republic Bank provides to you about your Accounts or transactions, any altered or unauthorized Checks or any failed, erroneous or unauthorized transactions involving any Account (collectively, "Errors").

You understand that the nature of certain transactions and Applicable Law relating to the Service require that you provide Timely Notice (defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. If you fail to provide Timely Notice to Republic Bank of any Error, then you shall be precluded from asserting such Error against Republic Bank. "Timely Notice" is defined as notice provided to Republic Bank: (i) on the same Business Day with respect to any wire transfer or ACH Entry, (ii) the next Business Day for other electronic funds transfers, (iii) within thirty (30) days for any other Instruction, transaction or Service (including Errors involving Checks) or (iv) within ninety (90) days in the case of fees, following the date on which such information is sent by Republic Bank or otherwise made available to you. You agree that Republic Bank will not be liable for any Losses, including loss of interest, which result from your failure to give Republic Bank Timely Notice of an Error or which might have been prevented by you giving Republic Bank Timely Notice of an Error. Notwithstanding the foregoing, Republic Bank reserves the right in its sole discretion to adjust transaction records for good cause after the expiration of the Timely Notice time periods. The Timely Notice requirement does not apply with respect to any attempt by you or by Republic Bank on your behalf to seek recovery

or other recourse for an Error against other banks, clearing organizations, or other persons, none of which are parties to or beneficiaries of this Agreement.

Republic Bank will not be responsible for determining the accuracy, timeliness or completeness of any information that you, your agents, Service Providers or others provide to Republic Bank. Republic Bank has no duty to interpret the content of any data transmitted to Republic Bank, except to the limited extent expressly set forth in this Agreement. Republic Bank assumes no responsibility for your reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Republic Bank's sole responsibility for any reporting errors caused by Republic Bank will be to reprocess the information for the period in question and to provide corrected reports at Republic Bank's own expense. You agree to maintain adequate backup files for a reasonable period of time and provide to Republic Bank upon request all information necessary to remake or reconstruct any deposit, transmission, file, Entry, or other order affecting an Account.

The statements and Account information provided by Republic Bank to you will notify you of funds transfer payments received by Republic Bank for credit to one or more Accounts. You agree that Republic Bank will not be required to provide you any other notice of such receipt of payments. All credits to any Account for funds transfers are provisional until Republic Bank receives final settlement for the funds according to the rules of the funds transfer system by which such funds have been transmitted. You acknowledge and agree that if Republic Bank does not receive such final settlement, Republic Bank is entitled to a refund and may debit the Account in the amount of such funds transfer credited to such Account.

In cases of Errors or questions concerning transactions completed with Internet Banking, do one of the following, as soon as possible:

1. Telephone Internet Banking Service Support at (630) 570-7730.
2. Send us a secure message through the "Contact Us" menu in the Internet Banking Service.
3. Write to Internet Banking Service Support, c/o Republic Bank of Chicago, 2221 Camden Court, Floor 1, Oak Brook, Illinois 60523

27. Wide Text Statements and other Special Printing Instructions

For certain Accounts, our statement format may be wider than your browser's default printer setting support and may not automatically print correctly or cut off the right-hand side of the page. Our "Help" section will explain how to change the browser's printer settings to show the entire statement. Additionally, many of our pages actually contain several areas of information. To print the section that you want, you may want to always click once in the area with the left mouse button to let the browser know which "frame" section you want to print. Many of the pages within our Internet Banking System also include printer friendly icons.

28. Cancellation/Termination of Internet Banking

The Service may be canceled at any time by us in whole or part without prior notice due to insufficient funds in one of your Accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the System prior to the cancellation, and for any other fees associated with the Service. After cancellation, the Service may be reinstated once sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits. In order to reinstate the Service, you must call Internet Banking Service Support at (630) 570-7730.

You may terminate the use of the Service in accordance with the Master Agreement by contacting us in writing by mail or personal delivery to Republic Bank of Chicago at 2221 Camden Ct., Floor 1, Oak Brook Illinois 60523 or by e-mail using the "Contact Us" option. If your Account is closed or restricted for any reason, Internet Banking accessibility will automatically terminate. If you contact us by e-mail, do not include any sensitive information.

29. Ownership of Material

Copyright in the pages, the screens displaying the pages, and the information and material therein and in their arrangement, is owned by Republic Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

30. Instructions

Means of Transmission. In acting on an Instruction (including any Payment Order), Republic Bank may utilize any means of transmission, funds transfer system or intermediary bank reasonably selected by Republic Bank, even if Republic Bank's selection differs from your request. In connection with your Instructions: (i) Republic Bank may choose the payment network to be used, including Fedwire; (ii) any subsequent bank may use that payment network or another, including Fedwire, when carrying out your Instruction; (iii) the Operating Rules govern the rights and obligations of you and Republic Bank in any part of a transfer intended to carry out your Instruction; and (iv) you authorize the transfer of information relating to you to such payment systems of Republic Bank or you for use in connection with the Service or as required by Applicable Law. To the fullest extent permitted by law, (x) any such funds transfer system, communications system, or intermediary, agent or subagent shall be deemed to be the agent of you, and Republic Bank shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (y) Republic Bank shall not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Instructions in connection with such transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by you.

Authority to Debit. You authorize Republic Bank to debit your Account(s) for payment of each Instruction received by Republic Bank through your Security Procedures, including, but not limited to, any reversed or returned Entry. You agree that you shall not submit an Instruction through or on behalf of any third-party sender, unless separately agreed to in writing with Republic Bank. You agree to pay to Republic Bank the amount of each Instruction no later than the date the transfer is processed by Republic Bank. Republic Bank may in its sole discretion (i) refuse to process any Instruction for which adequate Available Funds are not on deposit in your Account at the time the transfer is to be sent, even though such Instruction may have already been received or accepted for processing, (ii) at any time, without prior notice, require you to pay the aggregate sum set forth in the Instructions before Republic Bank sends such transfers to the applicable payment transfer system, or before crediting a receiver's account (known as "prefunding"). If Republic Bank requests that you prefund an Instruction and you fail to do so, then Republic Bank may reject that Instruction. The foregoing payment obligations will survive termination of this Agreement.

Compliance. Republic Bank may, from time to time, prescribe rules or requirements relating to the format of and conditions related to Instructions and implementation forms, including Business Cut-Off times. You agree to comply with such rules and requirements. Any Instruction received by Republic Bank after the Business Cut-Off time established by Republic Bank may be treated by Republic Bank as being received on the next Business Day. Republic Bank has no obligation to (a) process or act on any Instruction that is not received in compliance with this Agreement or (b) correct, adjust or reverse any Instruction processed resulting from noncompliance with this Agreement. You are solely responsible for the accuracy and completeness of all Instructions and for obtaining and documenting all authorizations and consents for any and all Instructions as required by Applicable Law, and for undertaking appropriate identity verification and other matters as may be required by Applicable Law. Republic Bank is not responsible for detecting errors in any Instruction and is entitled to rely on any Instruction and other information in the form received from you.

Examination of Items; Restrictions. You acknowledge and agree that Republic Bank will not physically examine Checks issued by you or payable to you and received and processed by Republic Bank as part of the Service or for any Account. Republic Bank may, without inquiry or liability, honor or refuse to honor any Check drawn on, or presented for deposit to, an Account (a) regardless of any special instructions or legends identified on the Check (including "void after 90 days" or "full accord and satisfaction"), or (b) if the Check is post-dated, undated or stale-dated. You agree that Republic Bank may disregard any such information or date on a Check and process such Checks in compliance with its then current procedures and the terms of the Service. If you purport to require two or more signatures on a Check for any Account, you agree that such requirement is for your internal control purposes only, and Republic Bank is not required to observe or enforce such requirement. You agree that Republic Bank will be held harmless and will not be liable to you for any Losses that you may suffer as the result of Republic Bank paying any Check lacking the required number of signatures or processing Checks without regard for any restrictive legends, dates, special instructions or irregularities.

Inconsistent Name and Account Number. You acknowledge and agree that when you provide Republic Bank with a name and account number when making an Instruction or other transfer request, unless otherwise prohibited by Applicable Law, payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you in the Instruction or transfer request. Republic Bank's obligation to pay the amount of the transfer request is not excused in such circumstances. You further agree that your obligation to pay the amount of the transfer request to Republic Bank is not excused in such circumstances. Likewise, Republic Bank may pay transfer requests received by Republic Bank for your benefit solely on the basis of the account number. Republic Bank is not responsible for any delay arising out of Republic Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.

Rejection of Transfer Request. Republic Bank has the right to reject and refuse to accept any Instruction for any reason, including your failure to maintain sufficient Available Funds in an Account; provided, however, that in rejecting or refusing to accept any Instruction, Republic Bank shall act in good faith and use its reasonable business judgment. Republic Bank will have no liability to you based on such rejection or refusal of any Instruction. You agree that you will not request or effect a transfer that would violate the economic sanctions administered by OFAC. If the recipient of any funds transfer is a person or entity listed on the list of Specially Designated Nationals and Blocked Persons issued by OFAC, Republic Bank is not obligated to complete the transfer and may “block” the funds until such time that OFAC issues Republic Bank a written release. In addition, if a funds transfer into your Account is from a person listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Republic Bank is not obligated to accept the transfer. It is your responsibility to obtain information regarding OFAC sanctions.

If Republic Bank rejects any Instruction, Republic Bank will notify you through the System or by other appropriate means within a reasonable time period, but Republic Bank will have no liability to you based on its failure or delay in providing such notice. If any Instruction is rejected by Republic Bank or any funds transfer system as a result of incomplete information or a formatting or other similar error, it will be your responsibility to retransmit a corrected Instruction to Republic Bank.

Cancellation or Amendment. Republic Bank has no obligation to cancel or amend an Instruction after its receipt by Republic Bank. If you provide Republic Bank an Instruction to cancel or amend a previously provided Instruction and Republic Bank is able to verify the authenticity of the cancellation or amendment instruction using the Security Procedures, Republic Bank will make a reasonable effort to act on that request, provided that (i) Republic Bank will have no liability if Republic Bank fails to act on or complete such instruction and (ii) you agree to indemnify and hold Republic Bank harmless from any and all Losses Republic Bank may incur in attempting to cancel or amend the Instruction.

31. Limited Warranty

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER REPUBLIC BANK NOR REPUBLIC BANK'S SERVICE PROVIDERS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, AND DISCLAIMS ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY WITH RESPECT TO THE SERVICE, OR AS TO THE COMPATIBILITY OF THE SERVICE WITH YOUR EQUIPMENT AND SOFTWARE.

32. Indemnification

You agree to indemnify and hold harmless Republic Bank, its Affiliates, licensors and Service Providers, and their respective directors, officers, shareholders, employees, agents, successors, assigns and representatives against any and all Losses that result from or arise out of: (i) the acts or omissions of you or any person acting on your behalf in connection with your use of the Service, including, without limitation: (a) the breach by you of any provision, representation or warranty of this Agreement; (b) any misuse of the Service, Equipment, or Software by you, your Service Providers, or any other third party within the control or acting on behalf of you; or (c) the failure by you to comply with Applicable Law; (ii) any act or omission of Republic Bank that is in accordance with this Agreement or your Instructions; or (iii) any loss or corruption of data in transit from you to Republic Bank.

You agree to reimburse Republic Bank for: (i) any fines or penalties and any associated costs (including attorneys' fees and other legal expenses) imposed on or assessed against Republic Bank by NACHA, the Federal Reserve Bank, any ACH system operator, any state or federal regulatory agency or other bank or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over networks relating to the Service, when the fine, penalty or other expense is caused by or related to you or your use of the Service, and (ii) attorneys' fees, court costs and other legal expenses incurred by Republic Bank in enforcing any term of this Agreement or initiating or participating in any litigation or other proceeding relating to your use of the Account(s) or Service, including an action in interpleader, or any bankruptcy or insolvency proceeding or other litigation (or threatened litigation) involving you. Such amounts shall be immediately due and payable by you to Republic Bank, notwithstanding whether Republic Bank or you may have a claim against a third party.

BUSINESS MOBILE BANKING AND REMOTE DEPOSIT SERVICES

This Addendum governs your use of our Business Mobile Banking Service and our Mobile Remote Deposit Service. If you are a cash management customer, this Addendum is part of the Cash Management Services Master Agreement and Business Internet Banking Service Terms & Conditions between you and us, or, if you entered into our Open Enrollment Internet Banking Agreement, this Addendum is part of that Agreement. Those Accounts that you access through the Service

will also remain subject to the Account Agreement. Unless otherwise defined herein, capitalized terms will have the meanings provided in the Master Agreement or the open Enrollment Agreement, as applicable.

You will be required to click on the “Accept” button for this Addendum in order to consent to continue using the Business Mobile Banking Service. Such consent will cover all transactions by Authorized Users relating to the products and services that you obtain.

Business Mobile Banking

Business Mobile Banking permits you to perform a number of banking functions on Accounts linked to the Service through the use of a mobile device or mobile smart telephone (“Mobile Device”). Unless indicated otherwise by the context, “Linked Account” refers to each deposit Account with us that you have linked to the Service. You may use Business Mobile Banking to:

- View current balance information for Linked Accounts
- Review available transactions for Linked Accounts
- Transfer funds between Linked Accounts on a one-time basis
- Approve ACH batch files for processing
- Approve wire transfer requests
- View Account alerts and notifications
- Approve Positive Pay Exception items
- Send a Bill Payment to Payees previously set up via Online Banking
- Deposit Checks via Mobile Remote Deposit

In addition, you will be able to view our branch locations and contact telephone numbers and contact details. Some of the above functions may not be available for certain Accounts. We may add functions from time to time with notice to you.

The Service is available three hundred sixty-five (365) days a year and twenty-four (24) hours a day, except during System maintenance and upgrades.

Application-Based Service

You will be required to download and install an application to your Mobile Device (a “Mobile Application”) in order to access and use Business Mobile Banking. It is solely your responsibility to download and install a Mobile Application that is identified on our website in order to access Business Mobile Banking through your Mobile Device and telecommunications carrier. We have no responsibility to notify you of any changes to or new releases for any required Mobile Application, and we have no liability for any claims or damages arising from or relating to your failure to download and install any required Mobile Application, either initially or in connection with any upgrade to Business Mobile Banking. You agree that any Mobile Application is licensed, not sold, solely for your use in accessing Business Mobile Banking. Any Mobile Application is licensed to you “AS IS” without any warranty. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS AND NON -INFRINGEMENT OF THIRD-PARTY RIGHTS. You release us, our Service Provider, and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application, and you may not redistribute any Mobile Application.

Mobile Devices with Internet capabilities are susceptible to viruses. You are responsible for ensuring that your Mobile Device is protected from and free of viruses, worms, Trojan horses or other similar harmful components that could result in damage to programs, files and/or your phone or could result in information being intercepted by a third party. We will not be responsible if any non-public personal information is accessed via Business Mobile Banking due to any virus residing or being contracted by your Mobile Device at any time or from any source.

Functions

Internal Account Transfers. One-time immediate internal transfers may be made from a Linked Account that is a checking, savings, or money market to another Linked Account if the request is submitted by the Business Day Cut-Off time.

ACH and Wire Approvals. We will not process your ACH files or, if so, designated by you, wire transfer requests, without approval by an Authorized User. If you submit an approval via Business Mobile Banking, the approval may be impacted by the Mobile Device connection or other telecommunications disruptions. You should check for a confirmation of our receipt of the ACH or wire approval to assure that the request is being processed. We are not responsible or liable for Mobile Device connectivity issues or telecommunication service disruptions.

Transaction Authorization and Sufficient Available Funds

You authorize us to withdraw, debit or charge the necessary funds from your designated Linked Account in order to complete your designated transfers. You will instruct us to make a withdrawal only when a sufficient balance is or will be available in your Linked Accounts at the time of the withdrawal. The completion of a transfer is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer are not available, we may either (i) complete the transaction and overdraw the Account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (“NSF”), returned item, overdraft, or similar fee. The Account Agreement provides details on our treatment of overdrafts. **We are under no obligation to inform you if we do not complete a transaction because there are non-sufficient funds or credit in your Linked Account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the transaction.**

Canceling Transfers

You cannot cancel a one-time immediate transfer after it has been submitted in Business Mobile Banking and the information has been transmitted to us.

Security Procedures

You must follow the Security Procedures for Business Internet Banking in order to effect transactions using the Service.

Fees and Charges

A fee may be charged for the Service. Any fee that is charged will be disclosed prior to your deposit. You authorize us to deduct such fees from any Account in your name. Fees will not be charged during the free trial period or other promotional campaigns. Depending on how you access Business Mobile Banking, you might incur the following charges:

- Normal Account fees and service charges.
- Any ISP fees.
- An NSF-fee, returned item, overdraft or similar fee may also apply if your available balance is not sufficient to process the transaction.
- We may charge you a research fee for an inquiry about a transaction.

Except as otherwise provided in this Agreement or your applicable Account Agreement, there is no monthly service charge for accessing your Linked Accounts with the Service.

Limitations on Use of Business Mobile Banking

The information provided to you through Business Mobile Banking may become quickly outdated. Because Business Mobile Banking is accessible only through your Mobile Device, your access to it may be limited by the service provided by your telecommunications carrier. Neither we nor our Service Provider guarantees: (i) either the delivery or the accuracy of any information requested or provided through Business Mobile Banking; or (ii) that you will have continuous or uninterrupted access to Business Mobile Banking. We are not responsible for any delay, failure or error in the transmission or content of information provided through Business Mobile Banking. Neither we nor our Service Provider will be liable for damages arising from the non-delivery, delayed delivery or improper delivery of any information through Business Mobile Banking, from any inaccurate information provided through Business Mobile Banking, from your use of or reliance on any information provided through Business Mobile Banking, or from your inability to access Business Mobile Banking.

Contact by Us or Our Service Providers

Neither our employees nor our Service Provider will contact you via e-mail or phone requesting your mobile identification code or Passcode. If you are contacted by anyone requesting this information, please contact us immediately.

Mobile Remote Deposit

This Service is designed to allow you to make deposits to your checking, savings, or money market savings Linked Accounts from home or other remote locations by capturing images of paper Checks (“Check Images”) and delivering the Check Images and associated deposit information to us or our Service Provider (each, an “Electronic Check Deposit”). Once you have downloaded our Mobile Application on your Mobile Device and enrolled in the Service, you will be able to take pictures of Checks for deposit. You will need to provide an image from both the front and the back of the Check and provide the information required. E-mail notifications will be sent to let you know your transaction was successful. Only one Check may be deposited per deposit session.

Check Requirements

In order to be eligible to be transmitted to us through the Service, a Check must meet all of the following requirements:

- The Check must be a paper Check made payable only to you;
- The paper Check must be payable on demand and drawn on or payable in U.S. currency at a financial institution whose corporate headquarters is located in the United States;
- The paper Check must not have been previously deposited with any financial institution, or deposited to the Linked Account or any other Account or used as a source document for any electronic image that has been transmitted to any financial institution; and
- The paper Check cannot be future or postdated.

You may not image and deposit any of the following types of Checks:

- Checks payable to any person or entity other than the person or entity that owns the Linked Account that the Check is being deposited into.
- Checks containing an alteration on the front of the Check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a “substitute check” as defined in Regulation CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are “remotely created checks” as defined in Regulation CC.
- Checks not payable in United States currency.
- Checks dated more than six (6) months prior to the date of deposit.
- Checks prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that are drawn or otherwise issued by the U.S. Treasury Department.

Endorsements and Procedures

You must restrictively endorse any Check transmitted through the Service as **“For mobile deposit only, account # _____”** or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

Image Quality

The Check Image transmitted to us using the Service must be legible, as determined in our sole discretion. Each Check Image must provide all information on the front and back of the original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, Magnetic Ink Character Recognition information at the bottom of the Check, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The Check Image quality

must meet the standards established by the American National Standards Institute, the Federal Reserve Bank and any other regulatory agency, clearing house or association.

Receipt of Checks

We reserve the right to reject any Check transmitted through the Service, at our discretion, without liability to you. We are not responsible for Checks we do not receive or for Check Images that are dropped during transmission. A Check Image shall be deemed received when you receive a confirmation from us that we have received the Check Image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. We further reserve the right to charge back to your Account at any time, any Check that we subsequently determine was not an eligible Check. We are not liable for any loss, costs or fees you may incur as a result of our chargeback of an ineligible Check.

Following receipt, we may process the Check Image by preparing a "Substitute Check" or clearing the Check as an image. The manner in which the Checks are cleared, presented for payment and collected shall be in our sole discretion subject to the Account Agreement.

Availability of Funds

In general, if a Check Image you transmit through the Service is received and accepted before the cut-off time of 6:00 PM CST on a Business Day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day. Funds deposited using the Service will generally be made available on the next Business Day from the day of deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deems relevant.

Disposal of Transmitted Checks

Upon your receipt of a confirmation from us that we have received a Check Image that you have transmitted, you agree to retain the Check for at least forty-five (45) calendar days from the date of the Check Image transmission. After forty-five (45) days, you agree to destroy the Check that you transmitted as an image, mark it "VOID" or otherwise render it incapable of further transmission, deposit or presentment. During the time the retained Check is available, you agree to promptly provide it to us.

Deposit Limits

We may establish limits on the dollar amount and/or number of Checks or deposits from time to time, and we may limit the number of Linked Accounts you may access through the Service. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times.

Errors in Transmission

By using the Service, you accept the risk that a Check Image may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected Checks or information disclosed through such errors.

User Warranties and Indemnification

You warrant to us that:

- You will only transmit eligible Checks.
- You will not transmit duplicate Checks.
- You will not re-deposit or re-present the original Check.
- All information you provide to us is accurate and true.
- You will comply with this Addendum and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the Check.
- You will indemnify and hold harmless us from any loss for breach of this warranty provision.

Cooperation with Investigations

You will cooperate with us in the investigation of unusual transactions, poor quality transmissions and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Checks deposited through the Service in your possession and your records relating to such Checks and transmissions.

Limitations of Service

When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website and/or send you text messages to notify you of these interruptions in the Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some parts of the Service have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

Contingency Procedures

In the event that Check Images may not be transmitted through the Mobile Remote Deposit Service for deposit into your Account, you should bring the deposit in person to any one of our branch offices to deposit the original Check(s).

DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

April 15, 2025