

## MEMORY BANK ACCOUNT RULES

These Account Rules apply to any deposit account provided by Memory Bank, a division of Republic Bank & Trust Company, (hereafter referred to as “Bank”, “we,” “us,” or “our”). Throughout these Account Rules the terms “you,” “your,” and “yours” refer to each person who opens an account with us. Memory Bank deposits are not separately insured by the FDIC beyond the applicable FDIC insurance coverage available at Republic Bank & Trust Company.

### Posting Order

To determine your account balance, it is our practice to process account activity each evening for Items, including checks, ATM withdrawals, debit card transactions, preauthorized automatic debits, internet banking transactions, telephone-initiated transfers or other electronic transfers (“Items”), received during that business day. All deposits are processed first followed by the processing of all debits each business day. Debits are processed in batches and in the following order:

1. First, ACH Items such as preauthorized automatic debits and checks converted to ACH Items are processed in the order of lowest to highest dollar amount.
2. Next, checks without a check number are processed in the order of lowest to highest dollar amount followed by checks processed in check number order beginning with the lowest check number to the highest check number.
3. Next, transactions resulting from the use of your debit or ATM card including ATM withdrawals and point-of-sale transactions and internal account transfers are batched together and processed in the order of lowest to highest dollar amount.
4. Finally, all Bank fees and service charges will be assessed.

### 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 are sufficient available funds in your account for their payment. We are not obligated to pay any check drawn on your account for which there are insufficient available collected funds on deposit. We reserve the right and you grant us the right to charge a fee to non-customers on presentment of a check for immediate payment. You may only use checks furnished or pre-approved by us. We may pay any check regardless of whether or not it contains a restrictive legend or regardless of the date written on the check or even if it is not dated. However, we reserve the right not to pay any check that is more than six months old. You agree to indemnify us from any losses resulting from improperly placed endorsements. We may charge back any returned deposit items against your account. We may require you to furnish satisfactory identification before you withdraw money from your account. You are liable for the improper use of, or your failure to control, your facsimile signature stamp. We are not obligated to verify and shall be held harmless by you for paying any dual signature checks that do not have two signatures.

### Stopping Payment

You may request that we stop payment on an unpaid check or item, including an electronic item, such as an ACH. You must allow us a reasonable time (a minimum of one business day for a check and three business days for a scheduled electronic payment (ACH)) to implement your stop payment order. You may request a stop payment by telephone, in person, via internet banking, or in writing. You must provide us with the following information, which must be complete and correct: your name, account number, date the item was issued or transaction date, the amount, the payee, and the check number, if applicable. Stop payment requests on checks are valid for six months or until we receive notice that the stop payment has been revoked. You may renew stop payments on checks for additional six- month periods prior to the expiration of the current stop payment order. If you allow a stop payment order to expire before you renew it, we may pay the check without liability to you during the period between the expiration of the stop payment and the placing of a new stop payment order. If your account is a personal (consumer) or business account, you may stop payment on a single electronic debit entry or on multiple debit entries. A stop payment order on a consumer or business account electronic debit entry will remain in effect until the earlier of (1) your withdrawal of the stop payment or (2) the return of the debit entry, or where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific originator (payee), until the return of all such debit entries. If you wish to block all future payments related to a particular authorization or originator, we may ask you to confirm to us in writing that you have revoked the authorization directly with the originator.

### Overdrafts

Pursuant to the Bank’s Account Rules, you agree to pay us the amount of any overdraft and applicable fees immediately, without notice or demand from us. Each account holder for your account is jointly and severally responsible under these Account Rules for paying any amount due to us.

## MEMORY BANK ACCOUNT RULES *(continued)*

### Right of Set-Off

At any time, we may apply funds in your account, including benefits payment deposits, to pay any debt due us except as prohibited by law. If your account is a joint account, we may apply all or any portion of the funds to pay the debt of any joint account holder. We will notify you promptly in writing if we take such action.

### Security Interest

You hereby grant a security interest in your account (including without limitation any account held jointly or by the entireties) to us and to each of our affiliates as collateral for any and all indebtedness owed by you to us or any of our affiliates, however or whenever incurred or evidenced, except for indebtedness incurred by you for personal, family, or household purposes under a credit card plan. This security interest is in addition to our right of setoff against your account.

### Account Eligibility

We reserve the right to accept or deny your account application at our discretion. If you do not qualify for the account which you applied for, we may offer you an alternative account for your consideration.

### Statements

We will send you monthly periodic statements by mail, unless you have agreed to receive online statements. 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 any unauthorized signature, alteration or other irregularity in your account within 30 calendar days after the statement was first sent or made available to you, you cannot assert against us (1) any unauthorized signature, alteration or other irregularity if we will suffer a loss as a result of your failure to notify us within the 30-day period, or (2) any unauthorized signature, alteration or transaction by the same wrongdoer on any item paid or transaction completed 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 items in that statement, and as between you and us the loss will be entirely yours, without regard to whether we used ordinary care. You also agree to notify us of any errors regarding electronic transactions within required regulatory timeframes as outlined in the Electronic Funds Transfer Disclosure provided to you at account opening and available at [www.mymemorybank.com](http://www.mymemorybank.com). For any claim made by you alleging an unauthorized signature, alteration or other 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.

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

### Federal Reserve Requirements

For certain categories of deposits, banks are required to maintain on deposit with the Federal Reserve Bank a portion of those deposits. From time to time, but no more than six (6) times per month, Memory Bank will transfer funds from your transaction (checking) account to a non-transaction account. This is an internal procedure that has no effect on your monthly periodic statement, availability of funds, your FDIC insurance coverage, or any of the other terms disclosed herein.

### Modification of Terms

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

## MEMORY BANK ACCOUNT RULES *(continued)*

### Termination

Your account can be closed at any time for any reason by either you or the Bank. We may require your account to remain open until all outstanding items clear your account. We will close your account if you notify us that your checks have been lost or stolen. If your account is closed within twelve months of being opened, a closure fee may be assessed as outlined on your Truth-in-Savings Account Disclosure provided to you at account opening. If there is a collected balance when you close your account, we will forward the funds to you.

### 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 full amount on deposit. 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.

### 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.

### 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 was provided to you at account opening and is available at [www.mymemorybank.com](http://www.mymemorybank.com). You will be notified of any fee changes as required by law.

### 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.

### Electronic Transactions

If your account is authorized for electronic transactions, including telephone, fax, and internet transactions and you initiate the transaction via one of these means, we will rely on your verbal or electronic authorization to process the transaction.

### Communication Consent

When you give us your phone number, we have your permission to contact you at that number about all your Memory Bank accounts. 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 cell phone number, you give us consent to use text message 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. To opt-out of this service or update your preferences, call us at 1 (877) 757-3400.

Or, write us at:      Memory Bank  
                                 Attn: Client Service  
                                 601 West Market Street  
                                 Louisville, Kentucky 40202

### 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 ongoing review or collection of your account.

## MEMORY BANK ACCOUNT RULES *(continued)*

### Reporting of Negative 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.

### 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 Memory Bank, 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.

### Arbitration Provision

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

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 to the Account Rules, the account, any other contracts, agreements, policies or programs between you and us relating to your account, the relationship between you and us or any product, service or disclosure provided by us to you, any ATM Card, debit card, check 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, non-sufficient 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: Notwithstanding the foregoing, “Claim” does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, paragraph 7, captioned “Prohibition Against Certain Proceedings” (the “Class Action Waiver”), the final sentence in paragraph 13, captioned “Severability,” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute about the validity or enforceability of the Account Rules as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be the subject of this Arbitration Provision: (a) any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed or appealed to a different court; (b) the exercising of any self-help rights, including set-off; or (c) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either party to compel arbitration regarding any other dispute subject

## MEMORY BANK ACCOUNT RULES *(continued)*

to arbitration pursuant to this Arbitration Provision. Moreover, this Arbitration Provision will not apply to any Claims that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class.

**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 has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration proceeding against the other party. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and if a court grants the other party’s motion to compel arbitration of such Claim(s), it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

**5. Choosing the Administrator:** “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com); or any other company selected by mutual agreement of the parties. The rules and forms of the AAA and JAMS may be obtained on their web sites listed above or by writing to them at the above addresses. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience. The party initiating an arbitration may select the Administrator by filing a Claim with the Administrator of that party’s choice. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.

**6. Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** **FOR CLAIMS SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US MAY BE MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

**7. Prohibition Against Certain Proceedings:** **NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION. THIS PARAGRAPH DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST US BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF BORROWERS INCLUDING YOU. THIS MEANS THAT WE WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF A CLAIM BROUGHT BY SUCH AN AGENCY.**

**8. Location and Costs of Arbitration:** Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside. We will pay any and all fees of the Administrator and/or the arbitrator if applicable law or the Administrator’s rules require us to, if and to the extent you prevail in the arbitration or if you make a written request for us to pay such fees and you act reasonably and in good faith. We will always pay any fees or expenses that we are required to pay for this Arbitration Provision to be enforced. If we elect to require arbitration of a Claim you initiate, we will pay your reasonable attorneys’ and experts’ fees if and to the extent you prevail. Also, we will bear any such fees if applicable law requires us to or to the extent required for this Arbitration Provision to be enforced. Regardless of the outcome of the arbitration, we will not seek from you reimbursement of any of the fees of the Administrator and arbitrator or our attorneys’ fees and expert costs unless we are permitted to recover such fees from you under the Account Rules or any other contract or agreement between you and us and applicable law.

**9. Governing Law:** This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

**10. Right to Discovery:** In addition to the parties’ rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.



## MEMORY BANK ACCOUNT RULES *(continued)*

11. Arbitration Result and Right of Appeal: Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with paragraph 8 above, captioned "Location and Costs of Arbitration."

12. Rules of Interpretation: This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of the Account Rules, on the other hand, this Arbitration Provision shall govern.

13. Severability: If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

14. Notice and Cure; Special Payment: Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at Memory 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.