



Savings Account Agreement

Savings Account Agreement

IMPORTANT – PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS

This Savings Account agreement (“**Savings Agreement**”) sets forth the terms and conditions under which Republic Bank & Trust Company, Member FDIC has established, pursuant to your request, an optional Savings Account (“**Savings Account**”) that is linked to your designated Netspend® Skylight® Account (“**Deposit Account**”). If there is a conflict between this Savings Agreement and the agreement governing your consumer Deposit Account (“**Deposit Agreement**”), this Savings Agreement shall govern with respect to rights and responsibilities related to the Savings Account to the extent necessary to resolve the conflict.

THIS SAVINGS AGREEMENT CONTAIN AN ARBITRATION PROVISION THAT AUTHORIZES EITHER PARTY TO ELECT MANDATORY AND BINDING ARBITRATION OF CERTAIN DISPUTES. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN SECTION 22 ENTITLED “RESOLUTION OF DISPUTES BY ARBITRATION.” PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. THE ARBITRATION PROVISION WILL IMPACT THE WAY CERTAIN DISPUTES ARE HANDLED. FOR EXAMPLE, FOR ANY CLAIM SUBJECT TO ARBITRATION, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
DEFINITIONS	3
ABOUT YOUR SAVINGS ACCOUNT	3
ELIGIBILITY	3
TRUTH-IN-SAVINGS DISCLOSURES.....	3
FUNDING YOUR SAVINGS ACCOUNT	4
USING YOUR SAVINGS ACCOUNT AND LIMITATIONS.....	5
RECURRING TRANSFERS.....	5
FUNDS AVAILABILITY	5
DELIVERY OF ELECTRONIC COMMUNICATIONS	5
TAX INFORMATION.....	5
LEGAL PROCESS.....	5
SAVINGS ACCOUNT CLOSURE	6
RIGHT OF SET-OFF.....	6
SAVINGS ACCOUNT BALANCE/PERIODIC STATEMENTS	6
IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS.....	6
YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS	7
CONFIDENTIALITY.....	7
OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.....	7
AMENDMENT AND CANCELLATION	7
TELEPHONE MONITORING/RECORDING.....	7
ENGLISH LANGUAGE CONTROLS	8
RESOLUTION OF DISPUTES BY ARBITRATION	8
CUSTOMER SERVICE.....	10

1. DEFINITIONS

When used in this Savings Agreement:

- a. “**ACH**” means the Automated Clearing House network, a funds transfer system governed by the NACHA (National Automated Clearing House Association) rules that provides funds transfer services to participating financial institutions.
- b. “**Account**” means, collectively, the Deposit Account and Savings Account.
- c. “**Annual Percentage Yield**” or “**APY**” means the total amount of interest paid on an Savings Account, based on the interest rate and the frequency of compounding for a three hundred sixty-five (365) day period (three hundred sixty-six (366) day period in a leap year), and is expressed as a percentage.
- d. “**Average Daily Balance**” is determined by taking the balance in the Savings Account as of the cut-off time on a Business Day for each day in the period, adding those balances together, and then dividing by the number of days in the period.
- e. “**Business Day**” means any day of the week that is not a Saturday, Sunday or federal holiday. Any references to “days” found in this Savings Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.
- f. “**Financial Service**” means your Savings Account or any financial product or service made available through the OAC or Mobile App or otherwise in connection with your Savings Account, including the linked Deposit Account.
- g. “**Mobile App**” means the mobile application made available to you by us or Netspend through which you may obtain information regarding, and otherwise manage, your Savings Account and linked Deposit Account.
- h. “**Netspend**” refers to Netspend Corporation, who performs certain services related to the Savings Account on our behalf.
- i. “**Online Account Center**” or “**OAC**” means the website made available to you by us or Netspend appearing at www.netspendskylight.com, through which you may obtain information regarding, and otherwise manage, your Savings Account and linked Deposit Account.
- j. “**Password**” means the password associated with your User Name that you use to access the OAC and/or Mobile App.
- k. “**User Name**” means the user name that you establish to access the OAC and/or Mobile App.
- l. “**We**,” “**us**,” and “**our**” mean Republic Bank & Trust Company, Member FDIC, and our successors, affiliates or assignees.
- m. “**You**” and “**your**” means the person who has applied for and opened the Savings Account.

2. ABOUT YOUR SAVINGS ACCOUNT

Your Savings Account is an interest-bearing account available to you as a holder of a Deposit Account. This Savings Account is not designated for business use, and we may close your Savings Account if we determine that it is being used for business purposes. We may close your Savings Account or refuse to process any transaction that we believe may violate this Savings Agreement or represents illegal or fraudulent activity. The funds on deposit in your Savings Account are held with us on your behalf, and are insured by the Federal Deposit Insurance Corporation (“**FDIC**”), subject to applicable limitations and restrictions of such insurance. Only one (1) Savings Account may be opened by you in connection with your Deposit Account. The Savings Account cannot be owned or titled jointly, by an organization, as Payable on Death or In Trust For. We may close your Savings Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so. We reserve the right to require at any time not less than seven (7) days notice in writing before any withdrawal from your Savings Account.

3. ELIGIBILITY

You may apply to open a Savings Account by visiting the OAC or Mobile App. To be eligible to open and use the Savings Account, you must: (i) have an open Deposit Account in good standing that is eligible for an optional linked Savings Account; (ii) be a citizen or permanent resident of the fifty (50) United States or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (iii) agree to be bound by and comply with this Savings Agreement; (iv) consent to receive communications from us in electronic form (see section below labeled, “Delivery of Electronic Communications” for details); and (v) provide us the required tax certifications (see section below labeled, “TAX INFORMATION” for details).

4. TRUTH-IN-SAVINGS DISCLOSURES

a. Rate Information:

i) Variable Rate Account - Tiered-Rate Account:

- If your Average Daily Balance is \$2,000.00 or less, the interest rate paid on the entire balance will be 1.99% with an APY of 2.00%.
- An interest rate of 0.49% will be paid only for that portion of your Average Daily Balance that is greater than \$2,000.00. The APY for this tier will range from 2.00% to 0.52% depending on the balance in the Savings Account.

ii) Determination of Rate: We may change the APY and corresponding interest rate at our discretion. The rate is not tied to an index.

iii) **Frequency of Rate Changes:** We may change the interest rate on your Savings Account at any time.

b. **Compounding and Crediting of Interest**

- i) **Frequency:** Interest will be compounded on a quarterly basis and credited to your Savings Account quarterly.
- ii) **Effect of Closing Your Savings Account:** If you or we close your Savings Account or your linked Deposit Account before interest is credited, you will receive the accrued interest. Notwithstanding the foregoing, if we close your Savings Account because we suspect illicit or fraudulent activity associated with your Savings Account, Deposit Account, or any account you have with us, then any accrued interest that has not been credited will be forfeited.

c. **Balance Information**

- i) **Minimum Balance Requirements:** No minimum balance is required to open or maintain a Savings Account, avoid the imposition of any fees, or obtain the disclosed APY.
- ii) **Balance Computation Method:** We use the average daily balance method to calculate interest on your Savings Account. The average daily balance method applies a periodic rate to the Average Daily Balance in your Savings Account for the Period. The Average Daily Balance is calculated by adding the principal in your Savings Account for each day of the Period and dividing that figure by the number of days in the Period. For purposes of this Truth-in-Savings Disclosure, the term "Period" refers to a calendar quarter (or portion thereof if the Savings Account is opened or closed during the Period).
- iii) **Accrual of Interest on Deposits:** For determining the day on which interest begins to accrue on the Account, every day is a Business Day, except for Saturdays, Sundays and federal holidays. If funds are credited to the Account before 3:30 p.m. (CT) on a business day, we will consider that day to be the day of the deposit, and interest will begin accruing. However, if funds are credited to the Account after 3:30 p.m. (CT), or on a weekend or federal holiday, we will consider that the deposit was made on the next business day and interest will start accruing on this day.

d. **Fees**

- i) There are no fees assessed to or charged in conjunction with the use of your Savings Account.

e. **Transaction Limits**

- i) In compliance with applicable federal law, **you may make no more than six (6) transfers from your Savings Account to your Deposit Account** per calendar month. If you exceed six (6) transfers from your Savings Account in a calendar month, your Savings Account will be closed and any remaining balance (including accrued interest) will be transferred to your Deposit Account. If your Savings Account is closed, you will not be able to reopen the Savings Account for ninety (90) days. There is no limitation on the dollar amount of transfers from your Savings Account to your Deposit Account.
- ii) There are no limitations on the frequency or dollar amount of one-time transfers that may be made from your Deposit Account to your Savings Account. If you set up automatic recurring transfers, no more than twenty-five (25) percent of your available balance in your Deposit Account may be automatically transferred to your Savings Account (see the section labeled "Automatic Recurring Transfers" for details). Deposits cannot be made directly to your Savings Account. Deposits to your Savings Account must be made via transfer from your Deposit Account.

5. FUNDING YOUR SAVINGS ACCOUNT

You may deposit funds into your Savings Account in one of two ways, subject to the limitations described in Section 4 above (labeled "TRUTH-IN-SAVINGS DISCLOSURES"):

- a. **Automatic Recurring Transfers:** You may arrange to have funds automatically transferred from your Deposit Account to your Savings Account whenever you add money to your Deposit Account or your Deposit Account receives an ACH credit. Automatic recurring transfers can be arranged by visiting your Online Account Center or Mobile App. Automatic recurring transfer debit/credit entries will post to your respective accounts within forty-eight (48) hours of adding money or receiving an ACH credit to your Deposit Account. If the pre-set amount for such a transfer exceeds your Deposit Account balance at the time of the transfer, the transfer will be declined at no cost to you.

No more than twenty-five (25) percent of the available balance in your Deposit Account at the time of the transfer may be automatically transferred to your Savings Account. This means that any automatic recurring transfer will be declined at no cost to you if the amount of the transfer is greater than twenty-five (25) percent of the available balance in your Deposit Account at the time of the transfer.

- b. **One-Time Transfers:** In addition to the automatic recurring transfer option, you can transfer available funds from your Deposit Account to your Savings Account by using a one-time transfer by visiting your Online Account Center or Mobile App. Each successful one-time transfer of funds between your Savings Account and Deposit Account will post to your respective accounts within thirty (30) minutes.

6. USING YOUR SAVINGS ACCOUNT AND LIMITATIONS

The opening date for your Savings Account will be the date of enrollment.

- a. **Access:** To access funds in your Savings Account, such funds must be transferred from your Savings Account to your Deposit Account. This transfer method will be the sole method for accessing or withdrawing the funds in your Savings Account. Once such funds have been transferred to your Deposit Account, you may spend or withdraw such funds by any of the methods permitted under your Deposit Agreement; please see your Deposit Agreement for details about fees and limitations associated with such transactions. Funds transfers may be made by visiting your OAC or Mobile App, subject to the limitations described in Section 4 (labeled "TRUTH-IN-SAVINGS DISCLOSURES").

If your Deposit Account has a negative balance at the time funds are transferred from your Savings Account to your Deposit Account, those funds will be applied first toward such negative balance, including any fees due, before such funds are made available to you for transactions.

- b. **Limitations:** No transactions (other than transfers to your Deposit Account) may be initiated by you or on your behalf using your Savings Account, nor will funds be automatically transferred from your Savings Account to your Deposit Account to honor any such transactions initiated using your Deposit Account. YOU CANNOT ACCESS YOUR SAVINGS ACCOUNT FUNDS OR SAVINGS BALANCE INFORMATION THROUGH ANY ATM NETWORK. Some ATM Networks may present a "savings withdrawal" or "balance inquiry" option to you when using the debit card ("Debit Card") linked to your Deposit Account; however, any transactions attempted by selecting "savings" when using your Debit Card at an ATM may be declined.

7. RECURRING TRANSFERS

If you have asked us to make automatic recurring transfers from your Deposit Account to your Savings Account, you can stop these transfers by visiting your Online Account Center or Mobile App or by calling us at 1-800-269-4674. It may take up to three (3) business days for us to stop an automatic recurring transfer. Such a request will permanently stop all automatic recurring transfers until you direct us to do otherwise.

8. FUNDS AVAILABILITY

All transfers to and from your Savings Account will be completed electronically. Funds transferred to your Savings Account via one-time transfer will be available within thirty (30) minutes. Funds transferred via automatic recurring transfer will be available within forty-eight (48) hours of adding money or receiving an ACH credit to your Deposit Account. Once credited to your Savings Account, the funds will be available for retransfer back to your Deposit Account, subject to the limitations described in Section 4 (labeled "TRUTH-IN-SAVINGS DISCLOSURES").

9. DELIVERY OF ELECTRONIC COMMUNICATIONS

IF YOU WISH TO MAINTAIN THIS SAVINGS ACCOUNT WITH US, YOU MUST PROVIDE (OR HAVE PROVIDED) US WITH A VALID EMAIL ADDRESS AND CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM. IF YOU WITHDRAW YOUR CONSENT TO RECEIVE COMMUNICATIONS FROM US IN ELECTRONIC FORM, YOUR SAVINGS ACCOUNT WILL BE IMMEDIATELY CLOSED, AND ANY AVAILABLE FUNDS (INCLUDING ANY ACCRUED INTEREST) WILL BE TRANSFERRED TO YOUR LINKED DEPOSIT ACCOUNT.

10. TAX INFORMATION

Generally, we are required to report annually to you and to the Internal Revenue Service ("IRS") interest payments that total \$10.00 or more during the year on your accounts you have with us. We may also be required to report this information to the appropriate state revenue authority.

When you open this Savings Account, unless already provided, we are required to obtain, and each U.S. citizen or resident alien must give us, a certified U.S. Taxpayer Identification Number ("TIN") and information regarding your backup withholding status. If you have a U.S. Social Security Number, this number is your TIN.

When you open this Savings Account, unless already provided, you must certify as to whether or not you are a U.S. person and that you have provided the correct TIN and the correct backup withholding status. If you do not provide this, or if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all of your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your Savings Account and pay it to the IRS. In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your Savings Account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. If you are subject to backup withholding, we are required to report to you and to the IRS regardless of the amount of the interest payment. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

For more information or to determine how this information applies to you, please consult your tax advisor.

11. LEGAL PROCESS

If legal action such as a garnishment, levy or other state or federal legal process ("Legal Process") is brought against the Savings Account, we may prohibit transfers to or from it until the Legal Process is satisfied or dismissed. If Legal Process is brought against your Deposit Account, we may transfer funds from your Savings Account to your Deposit Account to satisfy such Legal Process. We may take action to comply with and will not contest on your behalf any Legal Process. Regardless of the

terms of such Legal Process, we have first claim to any and all funds in your Savings Account, subject to applicable law. In satisfying any fees, charges or other debts owed to us, and/or complying with any Legal Process, there may be insufficient funds left in your Savings Account for a transfer you previously authorized. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process affecting your Savings Account. You will indemnify us for any losses.

12. SAVINGS ACCOUNT CLOSURE

If your Savings Account is closed, the remaining funds in your Savings Account will be automatically transferred to your linked Deposit Account. If you or we close your Savings Account or your linked Deposit Account before interest is credited, you will receive the accrued interest. Notwithstanding the foregoing, if we close your Savings Account because we suspect illicit or fraudulent activity associated with your Savings Account, Deposit Account, or any other account you hold with us, then any accrued interest that has not been credited will be forfeited. If your Deposit Account has a negative balance at the time of this transfer, the funds will be applied towards such negative balance, including any fees due, before such funds are made available to you for transactions. We will not send a check for the remaining Savings Account balance when the Savings Account is closed, unless your Deposit Account is closed as well. In that case, we may return to you via check all available funds, minus applicable fees. If your Savings Account is closed for any reason pursuant to this Savings Agreement, there may be a ninety (90) -day waiting period before you may open another Savings Account linked to the same Deposit Account.

- a. **Closure Pursuant to Your Request.** You may close your Savings Account at any time by calling Customer Service. If you elect to close your Deposit Account pursuant to the terms of your Deposit Agreement, we will treat this as a request to close your Savings Account as well. If you elect to withdraw your consent to receive communications from us in electronic form, we will treat this as a request to close your Savings Account.
- b. **Closure Due to Deposit Account Dormancy.** If your Deposit Account has not had any customer-initiated activity, that is, no purchases; no cash withdrawals; no cash remittances; or no balance inquiry fees, for 365 days, your Savings Account will be closed and any remaining funds (including interest accrued) will be transferred to your Deposit Account. For additional information about Deposit Account dormancy, see the paragraph labeled "Unclaimed Property – Accounts Presumed Inactive or Abandoned" in Section 20(n) of your Deposit Agreement.
- c. **Closure Due to Suspicious Activity.** We may close your Savings Account if we suspect illicit, fraudulent or suspicious activity on any of your accounts with us that are serviced by Netspend. If we close your Savings Account or any of your other accounts with us that are serviced by Netspend under these circumstances, the remaining funds in your Savings Account will be automatically transferred to your linked Deposit Account, and your Deposit Account will be closed. Under these circumstances, interest that might have been payable on your Savings Account at the end of the next quarterly period may be forfeited.

13. RIGHT OF SET-OFF

If you owe us money for any reason (for example, if any of your Deposit Accounts with us has a negative balance) and you fail to pay us according to your obligations under this Savings Agreement or your Deposit Agreement, you agree that we will have the right to collect funds from your Savings Account in an amount equal to or less than the amount for which you are liable and that your Savings Account may be closed. We may exercise this right of set-off at any time without prior notice to you.

14. SAVINGS ACCOUNT BALANCE/PERIODIC STATEMENTS

You will be able to review your Savings Account balance information, transfers, and statements for no cost by visiting your OAC or Mobile App. You may also obtain your Savings Account balance by calling customer service at 1-800-269-4674. If you have requested to receive text or email alert updates for your Deposit Account, you will receive comparable alerts for your Savings Account (*standard message and data rates may apply*).

We will send you an email indicating that your Savings Account periodic statement is available in electronic format in your Online Account Center for no fee. The Savings Account statement shall be deemed received on the date that it is posted to the OAC. A periodic statement will be provided for each month in which a transfer occurs. If no transfers occur, we will provide you an electronic statement quarterly. You will not automatically receive paper statements. You may request a copy of your statement by calling or by writing to Customer Service at the contact information below.

15. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS

Telephone Customer Service at 1-800-269-4674, email us at customerservice@netspendskylight.com or write to us at Netspend, P.O. Box 2136, Austin, TX 78768-2136, as soon as you can if you think your Savings Account statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent (or delivered through the OAC) the FIRST statement on which the problem or error appeared. In your communication to us, you will need to provide us with the following information:

- Your name and Savings Account number.
- A description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten

(10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new Savings Accounts) after we hear from you and will correct the error, promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new Savings Accounts) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Savings Account within ten (10) Business Days (twenty (20) Business Days for new Savings Accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your questions or complaint in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at 1-800-269-4674 or visit www.netspendskylight.com.

16. YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS

TELL US AT ONCE if you believe your Savings Account number or Password has been lost or stolen or used without your permission or if you think that someone has transferred or may transfer money from your Savings Account without your permission. Telephoning us at 1-800-269-4674 is the best and fastest way of keeping your possible losses down. You could lose all your money in your Savings Account.

If you notify us within two (2) Business Days after you learn of the loss or theft of your Savings Account number or Password, you can lose no more than \$50.00 if someone used your Savings Account without your permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Savings Account number or Password, and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the FIRST Savings Account statement on which the unauthorized transfer appeared was sent (or delivered through the OAC), you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

17. CONFIDENTIALITY

We may disclose information to third parties about your Savings Account or the transactions you make:

- a. Where it is necessary for completing transactions;
- b. In order to verify the existence and condition of your Savings Account for a third party;
- c. In order to comply with government agency or court orders, Legal Process, or other legal reporting requirements;
- d. If you give us your written permission; or
- e. To our employees, auditors, affiliates, service providers, or attorneys as needed.

Please see our [Privacy Policy](#) for information about how we collect, use and disclose your information.

18. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not complete a transfer on time or in the correct amount according to our Savings Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough funds available in your Savings Account to complete a transfer;
- b. If access to your Savings Account or Deposit Account has been blocked after you reported your account number lost or stolen;
- c. If there is a hold or your funds are subject to Legal Process or other encumbrance restricting their use;
- d. If we have reason to believe the requested transaction is unauthorized;
- e. If circumstances beyond our control (such as fire, flood or computer or communications failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- f. Any other exception stated in our Savings Agreement or Deposit Agreement with you.

19. AMENDMENT AND CANCELLATION

We may change the Savings Agreement at any time. We may add new terms or delete or amend existing terms, add new services and discontinue existing services, or convert existing services into new services. We will give you reasonable notice in writing or by any method permitted by law of any adverse change to this Savings Agreement. However, if the change is made for security purposes, we can implement such change without prior notice. Your termination of this Savings Agreement will not affect any of our rights or your obligations arising under this Savings Agreement or your Deposit Agreement prior to termination.

20. TELEPHONE MONITORING/RECORDING

We may monitor or record your conversations with us or with an agent or representative acting

on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.

You understand and agree that we or our representatives may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as text messages via an automated system, prerecorded or artificial voice messages, or autodialed calls. You understand your service provider may charge you for these calls/messages.

21. ENGLISH LANGUAGE CONTROLS

Translations of this Savings Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

22. RESOLUTION OF DISPUTES BY ARBITRATION

- a. **Governing Law.** This Savings Agreement is governed by the laws of the Commonwealth of Kentucky, except to the extent governed by federal law.
- b. **Limitation on Time to Bring Action.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Savings Agreement or by law with respect to your Savings Account, any other Financial Service or any of our services, must be commenced no later than one (1) year after the day the cause of action accrues.
- c. **Waiver of Jury Trial.** Unless prohibited by applicable law, you waive your right to have a jury trial to resolve any dispute you may have against us or a related third party.
- d. **Class Action Waiver.** Unless prohibited by applicable law, you waive your right to ask a court or an arbitrator to allow you to pursue any claims on a class action basis or brought in a purported representative capacity on behalf of the general public, other Accountholders or other persons similarly situated. Furthermore, claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. For purposes of this Class Action Waiver the terms "we" and "us" shall for all purposes mean Republic Bank & Trust Company, its wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Accounts (including, but not limited to, merchants who accept the Card or Virtual Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.
- e. **Resolution of Disputes by Arbitration**
 - i) **Purpose:** This Section 22(e) arbitration provision entitled "Resolution of Disputes by Arbitration (the "Arbitration Provision") sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.
 - ii) **Definitions:** As used in this Arbitration Provision, the term "Claim" means any claim, dispute, or controversy between you and us arising from or relating to the Savings Account or this Savings Agreement as well as any related or prior agreement (including, but not limited to, any agreements related to the Deposit Account) that you may have had with us or the relationships resulting from this Savings Agreement, including the validity, enforceability, or scope of this Arbitration Provision or the Savings Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute, or controversy that arises from or relates to (i) your Accounts; (ii) the amount of available funds in your Accounts; (iii) advertisements, promotions, or oral or written statements related to your Accounts, or goods or services purchased with your Card or Virtual Card; (iv) the benefits and services related to your Accounts; and (v) your enrollment for any Card or Virtual Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the small claims court.

As used in the Arbitration Provision, the terms "we" and "us" shall for all purposes mean Republic Bank & Trust Company, its wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Accounts (including, but not limited to merchants who accept the Card or Virtual Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean Accountholders as well as all persons or entities approved by us to have and/or use a Card, including, but not limited to, all persons or entities contractually obligated under any of the agreements

applicable to the Accounts and all cardholders.

- iii) **Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures ("Code") of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim, or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; or (ii) AAA at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043; website at www.adr.org.
- iv) **Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.
- v) **Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Accountholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.
- vi) **Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative, and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative, and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative, and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to the mailing address we have in our records and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.
- vii) **Arbitration Procedures:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the

appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

- viii) Continuation: This Arbitration Provision shall survive termination of your Accounts as well as voluntary payment of any debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Savings Agreement or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity except as follows:
- A) The parties to this Arbitration Provision acknowledge that Section 22(e)(v) entitled "Restrictions on Arbitration" is material and essential to the arbitration of any disputes between the parties and is non-severable from this Section 22(e) entitled "Resolution of Disputes by Arbitration". If the Restrictions on Arbitration section is limited, voided, or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Restrictions on Arbitration. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.
 - B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this Section 22(e) prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

23. CUSTOMER SERVICE

For customer service or additional information regarding your Savings Account, please contact us at:

By Telephone	1-800-269-4674	Live Agent Hours: Monday-Friday, 8 a.m. to 10 p.m. CT; Saturday-Sunday 8 a.m. to 8 p.m. CT
		The Telephone Automated Service is available twenty-four (24) hours a day.
By Mail	Netspend P.O. Box 2136 Austin, Texas 78768-2136	
By Website	www.netspendskyilight.com	Visit the OAC for more information about your Savings Account and the services available to you.

This Savings Account is established by Republic Bank & Trust Company, Member FDIC.

This Savings Account Agreement is effective March 1, 2020.