



FIRST REPUBLIC BANK

It's a privilege to serve you®

FIRST REPUBLIC BANK

ONLINE BANKING AGREEMENT

I. Introduction

This Agreement between you and First Republic Bank ("Bank"), governs the use of the Bank's Internet Banking services ("Online Banking"). These services permit you to perform a variety of banking functions on your Bank accounts through a personal computer. Before you begin to use Online Banking, you agree to familiarize yourself with the services and related terms by reading this Agreement, the Terms that govern each type of account that you may establish at Bank, and our Disclosures regarding our Fees, Truth-In-Savings (Regulation DD), Electronic Funds Transfers (Regulation E), Online Billpayer Service, Customer Privacy, Security and other information posted on our web site. You must complete and submit the electronic Online Banking Application (accessed through www.firstrepublic.com) to apply for Online Banking service. Acceptance of your Online Banking Application/Agreement is subject to the Bank's approval before it becomes effective.

By using Online Banking, you agree to the terms and conditions of this Agreement, which supplement the terms in your deposit account agreements. When you allow other persons to use the Online Banking service by providing your User ID and Password, you agree to the terms and conditions of this Agreement. The Bank may, from time to time, introduce new online banking services or change the terms of this Agreement, or related account agreements or disclosures. We shall update this Agreement and related agreements and disclosures on our web site and mail or e-mail you a notice of the change to notify you of the existence of these new services or changes to this Agreement. By using these services when they become available or after changes are made to this Agreement, you agree to be bound by the revised rules contained in this Agreement.

You agree that e-mail or other communications viewed or transmitted between us through the Online Banking service shall be treated as a "writing" and shall bind each of us in the same way as written communications. You agree that use of your User ID and Password to access the Online Banking service through our web site in connection with a communication that you send to us shall be treated as your signature. E-mail is not available to initiate transactions on your accounts.

You agree that any transaction or communication (including, without limitation, payment, withdrawal and stop payment instructions) received by the Bank that were made using your User ID and Password shall be deemed authorized by you and binding upon you.

This Agreement is in addition to the terms and conditions described in the Bank's CONSUMER ACCOUNT DISCLOSURE AND AGREEMENT, the ONLINE BILLPAYER TERMS AND CONDITIONS, and the SCHEDULE OF FEES AND CHARGES FOR CONSUMER ACCOUNTS (collectively, "Disclosures") that are provided to you and as amended by the Bank from time to time. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in the Disclosures, the terms and conditions of this Agreement shall control with respect to Online Banking. If you should need another copy of any of the Disclosures, please call our Customer Care Center at 1-800-392-1400, or write to us at First Republic Bank, 111 Pine Street, San Francisco, CA 94111, Attention: Deposit Operations.

II. Accessing Your Bank Accounts through Online Banking

A. Requirements

To access your accounts through Online Banking, you must have an eligible Bank account (listed below), User ID and Password.

- Checking Account
- Savings Account
- Certificate of Deposit

B. Online Banking Services

The Online Banking service is designed to automate the banking requirements of customers who need the flexibility and convenience of 24-hour access to the following banking services:

- Review your account balance and transaction history
- Transfer monies between designated accounts located at the Bank
- Communicate with the Bank through E-mail
- Produce historical transaction reports
- Receive E-mail notification from the Bank regarding:
 - Account balance fluctuations
 - Clearing of specific checks
- Forthcoming maturity of linked Certificates of Deposit accounts and retirement accounts
- Stop Payments
- View Statements

With the Bill Payment option:

- Pay bills to any merchant, institution or individual with an address in the U.S. (from designated checking account)
- Set up recurring transfers and bill payments
- Verify and modify pending payment schedules
- Produce customized payment reports
- Communicate with a Bill Payment service representative regarding a specific payment

Access through Personal Financial Management Software

- As an additional feature of First Republic Bank's Online Banking service, customers can access their accounts and download account transactions through Microsoft® Money or Quicken®.

III. Additional Terms and Conditions

A. Personal Identification and Security

1. **Online Banking Service:** You will receive a User ID and you must choose a personal Password for your initial sign-on to Online Banking. You may continue to use this Password to access Online Banking, or you may change your Password at any time.
2. **Online Bill Payment Service:** The Online Bill Payment service (if you obtain that service from the Bank) is accessed through Online Banking. You will enter your Password to sign on to the Online Banking service as described above in order to access the Online Bill Payment service.

For additional online security information, please review our Security Policy posted on our web site at www.firstrepublic.com.

B. Liability of Bank and Service Providers

You agree that the Bank and/or the Service Providers for the Bank shall not be responsible for any claim, loss, damage (including property) or bodily injury, whether caused by the Bank or its Service Providers or Internet browser providers or by Internet access providers or by online service providers or by an agent or subcontractor except as specifically provided in this Agreement or where the law requires a different standard. Further, the Bank and its Service Providers shall not be

responsible for any direct, indirect, special or consequential, economic or other damages arising out of the use, installation, or maintenance of Online Banking, the maintenance of the equipment, the software, or browser or access software, or any technical, hardware or software failure of any kind, any interruption in availability of the Bank web site, delay in operation or transmission, incomplete or garbled transmission, computer virus, loss of data, or otherwise, even if the Bank has been advised of the possibility of such damages or loss.

Except where Regulation E applies to a transaction and imposes other terms that are not permitted to be varied by contract, you agree to indemnify and hold the Bank harmless from any liability, cost, expense, or damages that the Bank may incur as a result of acting upon instructions or implementing transactions which bear your Password and User ID. Further, you agree that the Bank is not liable for any payment, transfer, or transaction from or to any account where the payment, transfer, or transaction bears the appropriate Password and User ID.

C. Cancellation of Online Banking and/or Online Bill Payment Service(s)

1. Online Banking or Online Bill Payment services may be terminated by you or by your joint account owner at any time by notifying us in writing or by E-mail that you are no longer using the service. Previously paid fees are non-refundable. Any authorizations from you to make payments will continue in effect until we have received your written notice or E-mail of termination and have had a reasonable opportunity to process it. Once we have acted upon your verification of termination, no further payments will be made, including payments scheduled in advance or preauthorized recurring payments.
2. The Bank reserves its right to terminate this Online Banking Services Agreement and your access to Online Banking services, in whole or in part, at any time, with or without cause. The Bank may, for example, terminate your Online Banking and/or Online Bill Payment service(s) at any time and without advance notification to you if you incur excessive non-sufficient funds or overdraft transactions, otherwise misuse the service(s), the e-mail or street address that you have provided to us is no longer current, or you cease to use the Online services for an extended period. Termination of Online Banking and/or Online Bill Payment service(s) in no way affects your responsibility for Online Banking and Online Bill Payment transactions chargeable to any of your First Republic Bank accounts. Any such termination by you or the Bank applies only to Online Banking and/or Online Bill Payment Service(s) and does not necessarily close any of your accounts or other services.

D. Stop Payments on Online Banking Transactions

Due to the immediate processing of Online Banking transactions, we cannot ensure that you may place a stop payment unless you notify us three (3) business days before the scheduled transaction. However, transfers between accounts in Online Banking may in some cases be reversed if funds remain available.

The Bank will honor a stop payment order that is presented in writing or orally and delivered to the Bank or transmitted electronically and the Bank has had an opportunity to act upon it. The writing must contain the exact amount, item number, account number, and name of payee. In some cases the Bank may require other information in order to effectively stop payment on an item. The Bank is not subject to any stop payment order until it is delivered or transmitted in accordance with this document and until the Bank has had a reasonable time to act upon it. Any revocation or renewal of any stop payment order is subject to the same terms and conditions. At its option, the Bank may accept an oral stop payment order, but any such oral acceptance shall not act as a waiver of this paragraph of this agreement. The Bank can require a written stop payment order even after

previously accepting an oral one. Renewals and revocations of oral orders must be placed in writing. All stop payment orders will be subject to the Bank's current policy on stop payment orders. If the Bank pays an item over a proper stop payment order given in a timely manner, the Bank's liability will not exceed actual damages. Customer will be required to prove all actual damages before payment will be made.

E. Assignment

The Bank may assign or delegate certain of its rights and responsibilities under this Online Banking Services Agreement to independent contractors or third parties that assist the Bank in processing its on-line banking business.

F. Errors or Questions about your Online Banking Transactions

If you think your statement or transaction record is wrong, or if you need more information about a transaction listed on a statement or receipt, please telephone Online Banking Support at 1-888-372-4891, Monday through Friday between 6:00 a.m. and 7:00 p.m. Pacific Time, Saturday between 7:00 a.m. and 6:00 p.m. Pacific Time, or Sunday between 7:00 a.m. and 3:00 p.m. Pacific Time, on a business day or write us as soon as you can, at: First Republic Bank, 111 Pine Street, San Francisco, CA 94111, Attention: Deposit Services. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

We will need to know the following:

- Your name and account number.
- The error or the transaction you are unsure about. Explain as clearly as you can why you believe there is an error or why you need more information.
- The dollar amount of the transaction you believe is in error.

In most cases, we can answer questions or resolve your problem over the phone. If you tell us orally, we require that you send us your question or complaint in writing within ten (10) business days.

G. Online Bill Payment Service

First Republic Bank offers Online Bill Payment. To apply for Online Bill Payment Services, please complete and return the Bank's Bill Payment Service Application/ Agreement which is available on our web site. The Online Bill Payment Service is subject to the additional terms set forth in that agreement. Acceptance of your Online Bill Payment Service Application/Agreement is subject to approval by the Bank and our bill payment service providers.

H. Posting and Timing of Online Banking Transactions

1. **Online Banking Service:** Online Banking allows you, and anyone whom you have authorized to use your Online Banking service by providing your User ID and Password, to access your First Republic Bank account(s) via the Internet 24 hours a day, seven days a week. The business days do not necessarily correspond with the hours of our traditional branches; please consult our BRANCH LOCATIONS brochure for the hours of the branch nearest you or click on "Locations" at our web site: www.firstrepublic.com.

Online Banking transactions received by the Bank Monday through Friday (other than holidays) prior to 3 p.m. Pacific Time will normally be processed on the same day. Online Banking transactions received after 3 p.m. Pacific Time are processed generally on the next business day. Transaction inquiries will contain the posting date. These transactions will be listed on your monthly account statement. You also will receive a confirmation number at the time that you

perform each Online Banking transaction; please print out or write down and retain the confirmation number for future reference.

2. **Online Bill Payment Service:** Online Bill Payment Service is an additional service available on-line. For those customers using the Online Bill Payment Service, an Online Bill Payment will be sent to the payee on the business day following the day that you initially set it up on the Online Bill Payment service, if you set it up no later than 3:00 P.M. Pacific Time, Monday through Friday. Online Bill Payments are processed only Monday through Friday. Any Online Bill Payment request made on a Saturday, Sunday or holiday will be processed on the following business day. The Online Bill Payment is sent to the payee either as an electronic payment or as a check. If the payee can receive electronic payments, then the payment will be sent electronically. Because it could take up to ten (10) days for the payee to receive a check through the U.S. mail, you should allow at least ten (10) business days for merchants, institutions, or individuals to receive your payment. For recurring payments, your payment will be sent to the merchant, institution, or individual on the date which you selected or on the next business day if that date is on a Saturday, Sunday or holiday. Payments will normally be posted to your Bank account within two business days of the date that the payment was sent to the payee. These transactions will be listed on your monthly statement. You will also receive a confirmation number at the time that you set up each Online Bill Payment; please print out or write down and retain the confirmation number for future reference. You must provide the confirmation number to bill payment provider should you need to contact them with a question about one of your Online Bill Payments.

It is your responsibility to transmit your authorization of your payments in enough time to allow the timely payment of your obligation.

Your Bill Payments will be made either by transferring the funds electronically from a Bill Payment checking account to the payee or by transferring the funds into a holding account from which a check will be drawn payable to the payee and mailed to the payee. By using the Bill Payment service, you are consenting to the transfer of funds from your account to a holding account and agreeing that your payments may be bundled with the payments of others to the same payee.

Please note that if payment is made by a check, it will be mailed on the Scheduled Payment Date. If the payment is made electronically, it will be sent through the Automated Clearing House (ACH) system on the Scheduled Payment Date. Any scheduled or recurring payment request made by you that falls on a Saturday, Sunday or holiday will be made on the following business day.

IV. General Terms

A. Electronic Funds Transfer Services Limitations

- Transfers that will overdraw or close your account are not permitted.
- Transfers can not be made from any account in unavailable status, such as dormant or inactive status, or an account with a savings account loan causing insufficient funds to be available in the collateral account, or from any account subject to legal process or other encumbrance restricting the transfer.
- Accounts for which two or more signatures are required are not eligible for Online Banking.
- Regulation D Limitation: For all deposit accounts other than checking and NOW accounts, Federal Reserve Board Regulation D limits you to six (6) transfers or withdrawals per

statement cycle to another account of yours at First Republic Bank or to a third party by means of check, draft, debit card, pre-authorized or automatic transfers, or telephonic (including data transmission) agreement, order or instruction. Transfers from savings accounts and money market checking accounts processed using the Bank's Online Banking service and Online Bill Payment service fall under this Regulation D restriction. There is no limit to the number of the following transactions which can be processed on your savings account or money market checking account: transfers for the purpose of repaying loans and associated expenses at the Bank, transfers of funds from one account to another account in your name at the Bank or withdrawals from the account (payments directly to you) when such transfers or withdrawals are made by mail, messenger, ATM or in person or when the withdrawals are made by telephone via a check mailed directly to you. With respect to savings accounts and money market checking accounts, if you exceed or attempt to exceed the prescribed transfer limits, the Bank reserves the right to refuse to honor or to reverse any excess transfer requests, and to reclassify or close your account. A "preauthorized transfer" includes any arrangement by the Bank to pay a third party from your account upon written, electronic, or oral instruction (including an order received through an automated clearing house) or any arrangement by a depository institution to pay a third party from your account at a predetermined time or on a fixed schedule.

B. Our Liability for Failure to Make Transfers via Online Banking

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, there may be some circumstances in which we will be liable for your direct loss or damages. However, we will not be liable:

- If you do not have sufficient available funds in your account to make the transfer.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If circumstances beyond our control (such as fire or flood, disruptions in telecommunications or the internet) interfere with the transfer.
- If we have received a legal order directing us to prohibit withdrawals from the account.
- If you have closed your account, or if it has been frozen.
- If you have not provided to us complete, accurate, or current account numbers or other identifying information so that we or a merchant or institution can properly credit your account.
- If you have not properly followed the Online Banking or Online Bill Payment instructions or have provided us with inaccurate or wrong information.
- We have not yet activated your on-line banking feature or we have terminated your use of the on-line banking feature
- You are unable to contact us through e-mail or our web site due to our web site or server being down, heavy usage by customers, misdirected or garbled transmissions, or other access problems.
- We are not liable for special, indirect or consequential damages.
- Except as otherwise required by applicable law, our liability to you is limited to no more than the amount of money that is lost from your deposit account as a result of our fault plus the amount of online banking services fees that we have collected from you over the preceding one-year period.

There may be other exceptions not specifically mentioned above.

C. Software and Service Provided As Is

The online banking service and related software and access are made available to you "as is," without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or freedom from computer virus. We make no representations on warranties that they will work on your computer, or will be suitable for your

intended purposes. If you cannot make the software and access work on your computer, please contact Online Banking Support (1-888-372-4891) for assistance. If you are unable to make the software work and access our online banking service after contacting our help desk, we will refund to you the online banking service fee that we charged you for the most recent month and terminate your online banking service. If you subsequently resolve the problem or get a new computer or upgrade your current system and wish to try our online banking service again, please contact us and we will be pleased to restart your online banking service. The Bank does not warrant the adequacy, accuracy or completeness of the information and materials included in the Bank's site or in third party sites linked (with permission) to or from the Bank site or that the functions provided will be uninterrupted or error-free. The Bank expressly disclaims any liability for any errors in or omissions from information, materials and functions included in the Bank's web site or any third party sites linked (with permission) to or from the Bank site.

D. Applicable Law

Except to the extent that Federal law is controlling, your rights, our rights, and the terms and conditions of this Agreement will be governed in all aspects by laws of the State of California without reference to principles of conflicts of laws. Any action brought in a court concerning this Agreement or the Online Banking service must be brought in a proper court in San Francisco, California.

E. Online Banking Access by Joint Account Owners

Each account designated for Online Banking can be accessed via Online Banking by a single account owner or by joint account owners. Both joint account owners must be owners (signers) on the designated joint account and each account owner must have a unique Online Banking User ID and Password with at least one unique account designated for Online Banking. Joint account owners share the same payee list (if applicable) and are subject to the joint tenancy rules contained in the Disclosures. Accounts that require two or more signatures are not eligible to be designated for Online Banking. Any account owner may discontinue his Online Banking service or Online Bill Payment service. The terms of this Online Banking Agreement extend to all joint account owners.

V. Protecting Your Account

A. Preventing Misuse

1. **Report to the Bank immediately:** You are vital to the prevention of the wrongful use of your account. You must promptly examine your statement upon receipt. If your records and ours disagree, you must immediately call the Bank's Online Banking Support t at 1-888-372-4891.
2. **Personal Information:** Not only must you protect your account information but you should take precautions to protect your personal information (i.e. driver's license, social security number, etc.). This information by itself or with the information on your account(s) may allow unauthorized access to your account(s). It is your responsibility to protect your personal information and account information.
3. **Protecting your Password:** The User ID and Password that are used to access Online Banking Services should be kept confidential. We strongly recommend that you change your **Password** regularly. You are responsible for keeping your **Password**, account numbers and other account data confidential.

B. Unauthorized Transactions

Contact us AT ONCE if you believe that your Online Banking User ID or Password has been lost or stolen or you think that someone has transferred or may transfer money from your account without your permission.

You can report a problem by calling Online Banking Support at 1-888-372-4891 or by writing to First Republic Bank, 111 Pine Street, San Francisco, CA 94111, Attention: Deposit Operations for errors or problems. However, telephoning is the best way of keeping your possible losses to a minimum. If you telephone us to report a problem, we also require you to put your claim in writing to us within ten (10) business days. The loss, theft, or unauthorized use of your User ID, or Password could cause you to lose all the money in your account (plus the money in any account linked for the purpose of overdraft protection). However, if you tell us within two (2) business days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50 if someone used your Online Banking User ID and Password to make a transaction without your permission. If you do NOT tell us within two (2) business days (three (3) days for Massachusetts consumers) after you learn of the loss, theft, or unauthorized use of your Online Banking User ID or Password, and we can prove we could have stopped someone from using your Online Banking User ID or Password without your permission if you had told us, you could lose as much as \$500 (\$50 for Massachusetts and New York consumers).

Also, if your statement shows a transfer(s) which you did not make, tell us at once. If you do not contact us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the 60th day, 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 notifying us, we will extend the time periods to a reasonable time.

VI. Fees and Charges

The fees and charges applicable to your accounts and the Online Banking and Online Bill Payment services are set forth in our Schedule of Fees and Related Charges for Consumer Accounts and may be revised from time to time. You agree to pay these fees and charges (as amended from time to time) and authorize the Bank to debit these fees and charges directly from your accounts at Bank. These fees and charges will be reflected in your periodic account statements. Depending on how you access Online Banking, you may incur additional charges (i.e., normal account fees and service charges, Internet Service provider fee.)

