



FIRST REPUBLIC BANK

It's a privilege to serve you®

First Republic Data Direct: Integration With Accounting and ERP Systems

Accounting/ERP Plugins

We will allow you or your designated Administrators to install plugin software ("Plugin") to your Accounting/ERP system outside the Corporate Digital Banking platform. As used herein, Plugin means a software add-on that is installed on a program to enhance its capabilities. By installing Plugin, you request and authorize us to transmit securely, and you consent to receive, information reporting data into your Accounting/ERP system. You also authorize us to process funds transfer instructions (an "Order") transmitted by you via Plugin. Such information reporting data and Orders include, but are not limited to, prior-day and intraday account balances and transactional and historical data, payment details, instructions and messages (collectively referred to as "Client Data") for your specified business accounts

General Terms

Your installation and use of your Accounting/ERP system Plugin is subject to the same general terms set forth in this Agreement.

Security

You are responsible for the setup, security and operation of the Accounting/ERP system and Plugin. You agree to closely and regularly monitor and apply recommended password and authentication practices, including multifactor authentication (MFA) proposed by your Accounting/ERP system provider. Also, you agree to closely and regularly monitor the activities of employees who access your Accounting/ERP system and to notify us immediately if you have any reason to believe anyone has breached and/or shared any confidential data and/or information about your Accounting/ERP system access. You will maintain at least the minimum security required by the Accounting/ERP system you use.

We may verify the authenticity or content of any Order by placing a call to any authorized signer on your Account or other person you designate for that purpose, but we are not required to do so. Each time you submit an Order, you warrant that your and our security procedures are commercially reasonable. You agree to be bound by any Order even if it is not authorized by you if it is processed by us in accordance with our usual business procedures.

You represent, warrant and covenant to us that you have the right to authorize and permit us to access the Account, and you will maintain the minimum security required by the Agreement. You agree that any files or Orders transmitted to us shall not contain

viruses or any other disabling features that may have an adverse impact on our network, data or related systems. Please see the Limitation of Liability section of this Agreement, which contains important information on your legal liability for failing to follow the requirements of the DT or Plugin Service.

Information Reporting

You authorize us to provide you Client Data via a secured Plugin connection for retrieval at your discretion. You acknowledge and agree that (a) electronic transmission of Client Data is permitted under your applicable data security or other policies, and (b) delivery of Client Data may be subject to delays, system outages and other events beyond our control.

We will be acting solely in response to your direct request to install Accounting/ERP system Plugin. In providing the specified Client Data electronically, we shall take appropriate precautions to ensure that Client Data is transmitted in a secure manner. You acknowledge and agree that once Client Data has left our secure server(s), we are not responsible for Client Data that is compromised by a security breach or unauthorized access, or by being released into the public domain or being used for fraudulent, illegal or any other purpose that is detrimental to you. You also acknowledge that we have no control over or knowledge of the technology used by you or your third-party suppliers for Client Data protection, and that we are not affiliated with or responsible for the actions of such third-party suppliers.

Information Reporting via Plugin is subject to the same general terms set forth in this Agreement. Transmission of Client Data via Plugin may be terminated at any time by us with notice to you. You may terminate the use of Plugin upon providing written notice to us, which will be effective on the fifth business day following the day that we receive it, unless we specifically agree to an earlier termination.

Payment Orders

We will allow you or your designated Accounting/ERP system Administrators to provide a payment Order outside the Corporate Digital Banking system via Plugin within your Accounting/ERP system to us to instruct us to make wire transfers or other electronic or check payments out of an authorized Account.

Method of Transmitting Orders

An Order must be provided to us via Plugin through your Accounting/ERP system. These messages will in turn be executed using wire transfers, ACH payments or Check Outsourcing service. All transfers are subject to all the terms of this Agreement as well as the Business Account Disclosure and Agreement (the "Disclosure") governing the Account. Please refer to the Disclosure for general requirements for "Wire and Other Fund Transfers." You agree not to submit duplicate payment instructions through the Plugin and any other means, such as by direct contact with your using office, and you assume full responsibility for any duplicate Orders sent via multiple methods. Check payments are subject to all the terms of this Agreement covered by the Check Outsourcing Solutions (COS) section in business Terms & Conditions. ACH payments are subject to all the terms of this Agreement covered by the ACH section in business Terms & Conditions.