



## FIRST REPUBLIC BANK

It's a privilege to serve you®

### BUSINESS DEBIT CARD AGREEMENT AND DISCLOSURE

This agreement sets forth the terms that apply to the enclosed Business Debit Card (“*Card*”). It incorporates, supplements, and supersedes where inconsistent, the terms of your account agreement with First Republic Bank (“*us*” “*we*” and “*Bank*”). Please see your account agreement for additional terms (e.g., dispute resolution, governing law, and overdrafts).

You will be bound by this agreement unless you promptly cut the enclosed Card(s) in half and notify us in writing that you do not agree to these terms. Your activation or use of the Card will be further evidence of your agreement to these terms.

**1. Services.** Your Card may be used at ATMs and point-of-sale (“*POS*”) terminals. You can perform the following transactions with your Card, depending on the accounts tied to it (“*your linked accounts*”):

- Withdraw cash at an ATM from your linked accounts;
- Make deposits at a Bank ATM to your linked accounts;
- Transfer funds at an ATM between your linked accounts;
- Pay for purchases at places that have agreed to accept the Card;
- Make a withdrawal from your primary checking account at a financial institution that accepts your Card; and
- Obtain account balance information.

First Republic business checking accounts can be linked to your Card. Money market deposit accounts, Passbook savings and Certificate of Deposit accounts cannot be linked.

Note: The error resolution and liability provisions of this agreement do not apply to balance inquiries. All deposits are subject to later verification by us. Balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.

Some of these services may not be available at all terminals. You can use your Card to perform transactions only for Bank accounts that have been linked to your Card. If you have more than one account linked to your Card, you may designate the primary checking account that will be used for withdrawal transactions and purchases. POS transactions may only be made from your primary checking account.

**2. Personal Identification Number.** Your Card cannot be used at ATMs and most POS terminals without a personal identification number (“*PIN*”). You may be asked to sign a sales slip or provide identification, rather than enter your PIN, for certain POS transactions. At some merchants, such as gas stations, you may not be required to sign your name or enter your PIN for a Card purchase.

**3. ATM and POS Terminal Locations.** Your Card can be used at ATM and POS terminals that are part of the networks in which we participate. See the back of your Card for their symbols (e.g., Visa®, PLUS®, Star® and NYCE®).

**4. Cutoff Times for Deposits and Transfers.** If you initiate a transfer between your accounts or deposit funds to your account at one of our ATMs before 3:00 p.m. (local time) on a business day, the transaction will be posted to your account that night and will be reflected in your account records on the following day. Transfers and deposits conducted after the cutoff hour or on non-business days will be processed on the following business day.

**5. Limitations.** Your Card is subject to the following limitations:

<b>ATM Cash Withdrawal:</b>	\$1,000 per day
<b>POS Purchase Limit:</b>	\$3,000 per day
<b>Combined Daily Limit:</b>	\$4,000 per day

Card transactions are limited to 10 ATM and 10 POS transactions per day.

We may refuse to authorize a transaction if it would exceed the available balance in your account. Different limitations may apply at terminals that are not owned and operated by us.

When you use your Card to pay for goods or services, certain merchants (e.g., car rentals, gas stations, hotels and restaurants) may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

You agree not to use your Card for any transaction, such as online gambling, that violates state or federal law.

**6. Point-of-Sale Purchases.** You may use your Card to pay for goods and services at retail locations displaying the symbols of the networks in which we participate. We will charge the amount of your purchases to the primary checking account you designated for the POS service. Cash refunds will not be made to you for POS purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your checking account.

**7. Foreign Transactions.** If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. Visa currently uses a conversion rate that is either selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives) or the government-mandated rate on the day the transaction is processed. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

**8. Record of Your Transactions.** With the exception of certain POS transactions under \$25, you can get a receipt at the time you make any transfer to or from your account at an ATM or a POS terminal. Your Card transactions will also be recorded on your monthly statement.

**9. Card and PIN Security.** You agree not to disclose or otherwise make your Card or PIN available to others. For security reasons, you agree not to write your PIN on your Card or keep it in the same location as your Card. You agree to return the Card to us upon our request.

**10. Lost or Stolen Card/Pin.** If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call our Customer Care Center at 1-888-408-0288 Monday – Friday 6:00 a.m. – 7:00 p.m., Saturday 7:00 a.m. – 6:00 p.m. and Sunday 7:00 a.m. – 3:00 p.m. Pacific Time [from outside the U.S., call collect to (415) 288-7598]. Or you may write to us at First Republic Bank, Attn: Deposit Services, 111 Pine Street, San Francisco, CA 94111.

**11. Your Liability for Unauthorized Transactions - Business and other Non-personal Accounts.** You should notify us immediately if your Card or PIN is lost or stolen, or if you discover any unauthorized transactions or errors involving your Card or Account. You must send us a written notice of the problem within a reasonable time, not to exceed 14 days from the date of discovery or your receipt of the first statement or notice reflecting the problem, whichever occurs first.

You are not liable for unauthorized transactions made with your Card or the PIN associated with your Card provided that you notify us within 60 days of the date of the first statement showing unauthorized activity. An unauthorized transaction is a transaction that was not authorized by you and is made by an individual who does not have your authority to use your Card. It is important that you review your statements closely, however. If you fail to notify us of unauthorized transactions within 60 days of the date of the first statement showing unauthorized activity, you will be liable for unauthorized transactions that occur after the 60-day period.

If you or any cardholder gives his Card or PIN to another individual, you will be responsible for all transactions made by that individual or any other person to whom that individual gives the Card or PIN.

If you are grossly negligent or fraudulent in the handling of your Card or account, you will be liable for unauthorized transactions.

Note: Card transactions are considered authorized if they are made by a business co-owner or any other person with an interest in or authority to transact business with your Card or on your account, even if the person exceeds any authority given by you, until you notify us to cancel the card. You agree to establish and maintain adequate internal controls within your organization to prevent embezzlement, including controls with respect to your Cards. You are responsible for any transaction losses attributable to fraud, embezzlement and similar wrongdoing by your employees.

**12. ATM Safety.** Please be careful when using ATMs. If anything looks suspicious, cancel the transaction, pocket your card and leave. Be aware of your surroundings, especially at night or in isolated areas. At night, have someone accompany you when possible. Never approach a dark ATM. Do not accept help from a stranger while using the ATM. Never show your cash -- pocket it and count it later in the safety of your home or office. Save your transaction slips and check them against your statements regularly. Always secure your card just like you would cash. Report all crimes to the ATM owner and police immediately. Call 911 if emergency assistance is needed. We cannot guarantee your safety at ATMs.

**13. Fees.** If you conduct a transaction at an ATM that is not owned or operated by us, the operator of the ATM and any network utilized to effect the transaction may impose a fee. We may impose a fee (\$20 for business accounts) for each transaction that exceeds the transaction limit of a savings or money market account. Fees are subject to change at any time.

**14. Business Days.** Our business days are Monday through Friday, excluding holidays. If you make a deposit at one of our ATMs on a non-business day or after the ATM's cutoff hour, we may treat it as if we had received it on the next business day.

**15. Change in Terms/Other Terms.** We may add to, delete or change the terms of this agreement at any time by providing you with prior notice. Please see your account agreement for other terms that apply to your account and Card services (e.g., dispute resolution, limitation on time to sue, notices, and compliance with applicable law).

**16. Termination.** We may suspend or terminate your use of the Card and this service with or without cause at any time by providing you with prior notice. We may terminate your use of our Card and this service immediately if: you or any owner of your account breaches this or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your account, Card or PIN; there are conflicting claims to the funds in your account; or you or any authorized signer on your account requests that we do so. If you or any owner or authorized signer on your account asks us to terminate your account or any Card associated with your account, you will remain liable for subsequent transactions performed by you or any other cardholder on your account.