



FIRST REPUBLIC BANK

It's a privilege to serve you®

Direct Transmission Service

This document is a supplement to and shall be considered part of First Republic Bank's *Business Products Terms and Conditions* (the "Agreement") until such time as it is incorporated into that brochure. All capitalized terms used in this document have the same meanings as set forth in the Agreement.

Payment Orders. We will allow you or your designated Administrators to provide a funds transfer instruction (an "Order") outside the Corporate Digital Banking system using messages via SWIFT or Secure File Transfer Protocol files, each directed to the Bank to instruct the Bank to make wire transfers or other electronic payments out of an authorized Account. You may also authorize us to provide automatic data reports to you using similar transmission systems, for retrieval at your discretion. All of these transmissions of instructions and data are delivered in methods other than the Corporate Digital Banking generally used by business clients and are referred to as the Direct Transmission Service. All of the Orders, instructions, messages and data being exchanged in these various formats are referred to as Client Data.

Method of Transmitting Orders. An Order must be provided to the Bank in one of two methods: (1) Secure File Transfer Protocol files, using encryption keys and transmitting in an agreed-on format, or (2) via SWIFT using defined messages MT101 or MT103. These messages will in turn be executed using the Bank's wire transfer system. All transfers are subject to all the terms of the 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 wire payment instructions through the Service and any other means, such as by direct contact with your banking office, and you assume full responsibility for any duplicate Orders sent via multiple methods.

Bank Transmittal. We may provide you with an automated wire transfer confirmation in the MT900 or MT910 format, or otherwise as agreed on with you. At your request, we will transmit a secure electronic file in an agreed-on format with all information relating to the Accounts, including account balances and transactional and historical data as of the prior

day's close of business. At our discretion, we may also provide same-day and real-time reporting from time to time if directly agreed to with you. We reserve the right, in our sole discretion, to decline to send service messages including, without limitation, in the MT199 and MT999 format.

General Terms. This Direct Transmission Service is subject to the same general terms set forth in the Agreement on pages 4 through 14. Please refer to the Agreement for those terms.

Security. You are responsible for the installation, maintenance and operation of the equipment used to communicate with us for the Service. You agree to closely and regularly monitor the activities of employees who access the Service and notify us immediately if you have any reason to believe the security or confidentiality of any Client Data may be compromised. Please see the "Internal Security Controls" section of the Agreement for further requirements for your use of the Service.

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 are an authorized signer on the Account accessed through the Service, you have the right to authorize and permit the Bank to access the Account, and you will maintain the minimum security required by the Agreement. You agree that any files or Orders transmitted to the Bank 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 the Agreement which contains important information on your legal liability for failing to follow the requirements of this document.

By applying for and using this Service, you agree to be bound by the Agreement and the Disclosure as supplemented by this document.