





## WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

In consideration of Republic Bank & Trust Company providing you services, you agree to the terms of this arbitration provision as set forth below:

**A. Facts about Arbitration:** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their dispute, and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns the arbitrator's decision. THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

**B. Scope of Arbitration:** For purpose of this arbitration provision, the words "we", "us" and "our" mean the Bank. Furthermore, the words "dispute" and "disputes" are given the broadest possible meaning and include without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this arbitration provision, the validity and scope of this arbitration provision and any claim or attempt to set aside this arbitration provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Application (the Application), this Agreement (including arbitration provision and the fees charged), or any prior agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, officers, members, governors, directors, managers, shareholders or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted by you as a private attorney general, as a representative and/or member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (i) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

**C. Waiver of Jury Trial and Participation in Class Action:** You acknowledge and agree that by entering into this arbitration provision:

- a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

**D. No Class Arbitration:** Except as provided in Paragraph G below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

**E. Arbitration Organizations and Procedures:** Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879, <http://www.adr.org>); J.A.M.S./Endispute (1-800-626-5267, <http://www.jamsadr.com>); or National Arbitration Forum (1-800-474-2371, <http://www.arb-forum.com>). However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this arbitration provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

**F. Payment of Arbitration Fees:** If you demand arbitration, then at your request we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). If related third parties or we demand arbitration, then at your request we will advance your portion of the Arbitration Fees. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Agreement occurred, or in such place as shall be ordered by the arbitrator. Throughout the arbitration, each party shall bear his or her own attorney's fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"); shall apply statutes of limitation; and shall honor claims of privilege recognized at law. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award a party's reasonable attorney's fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the time requested of any party, the arbitrator shall provide a written explanation for the award.

**G. Small Claims Tribunal:** All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

**H. Governing Law:** Our agreement to arbitrate is made pursuant to the FAA, because the transaction evidenced by this Agreement involves interstate commerce. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction then our agreement to arbitrate shall be governed by the arbitration law of the Commonwealth of Kentucky.

**I. Binding Effect:** This WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT is binding upon and benefits you, your respective heirs, successors and assigns. This arbitration provision is binding upon and benefits us, our successors and assigns, and related third parties. This arbitration provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This arbitration provision survives any termination, amendment, expiration of performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.