

CARDHOLDER AGREEMENT IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions of the Benefits Debit Mastercard®. This document ("Agreement") contains terms and conditions for the Benefits Debit Mastercard ("Card") issued by The Bancorp Bank ("Issuer"), Wilmington, Delaware, Member FDIC. Card is issued solely for the purpose of accessing funds associated with one or more employee or similar benefit plans ("Plan") sponsored by an employer or other entity ("Sponsor"). Plan Administrator ("PA") refers to the Sponsor or its agent responsible for administration of Plan(s). "You" and "your" mean the person(s) receiving Card and authorized to use it as described in the Agreement. "We," "us," and "our" mean Issuer, our successors, affiliates, or assignees. The "Card" is a device that is used to access funds associated with one or more Plans such as a flexible spending account (FSA), health reimbursement arrangement (HRA), dependent care account (DCA), transit/parking benefits account and/or a health savings account (HSA), depending on what your Sponsor offers. Agreement governs the relationship between you and us only with respect to the services we provide. By accepting and using Card, you agree to be bound by the Agreement.

The types of Plans that are available to you and the limitations and qualifications to participate in them, are governed by documents provided to you by Sponsor. Sponsor or PA determines which Plans are available to each participant, their spouse, and/or dependents. Issuer is not a party to any Plan, Plan documents or their contents. Issuer is not responsible for the administration of any Plan, nor does it act as a Plan(s) fiduciary. You acknowledge and agree that the funds available for Card use is limited to the funds available in your Plan(s). You agree to sign the back of Card immediately upon receipt. The expiration date of Card is identified on its front. Card is a prepaid card and is not connected in any way to any other account. Card is not a credit card and is not for resale. You do not receive any interest on funds in Plans. Card is property of Issuer and must be surrendered upon demand. Card is nontransferable and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Card is not intended for business use, and may be closed if we determine it is used for business purposes. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Write down the Card number and the customer service phone number provided in Plan documents or on the back of Card on a separate piece of paper in case Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read Agreement carefully and keep it for future reference.

My Use-of-Card Promises. For each Plan in which you are enrolled and intend to use Card, you certify you will only use Card in connection with payment of qualifying expenses under Plan. You acknowledge you received and reviewed guidelines regarding which expenses are qualifying expenses under Plan, and agree to follow the guidelines. You also agree and affirm that any expense paid with Card will not be submitted (and has not been submitted previously) for reimbursement to any other plan or program of benefit coverage. Further, you agree to save all invoices and receipts for any expense paid with Card and, upon request, to submit those documents to PA. You acknowledge that in order to process Card transactions it may be necessary for us to disclose information regarding your participation in Plan to third party service providers (such as benefits administrators to determine pharmacy and/or medical benefits under group health plans). These are considered 'My Use-of-Card Promises', and by activating Card you accept them and understand this creates a binding contractual commitment to the PA and Sponsor on your part regarding your use of Card. You also understand you renew and reaffirm the My Use-of-Card Promises each time you use or permit use of Card.

Personal Identification Number, Cash Access, and ATM Use: You do not receive a Personal Identification Number ("PIN") with Card. However, you may contact Sponsor or PA for instructions to obtain a PIN. You may not use Card to get cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or any other means. For security reasons, we may limit the number of consecutive PIN failures allowed. Do not write or keep the PIN with Card and never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter it into any terminal appearing to be modified or suspicious. If you believe anyone has gained unauthorized access to the PIN, advise PA immediately following procedures in the "Your Liability for Unauthorized Transfers" section.

Authorized Users: You are responsible for all authorized transactions initiated and fees incurred by use of Card. If you permit another person to have access to Card or Card number, this is treated as if you authorized such use and you will be liable for all transactions and fees incurred by such person.

Dependent Cards: If you are the primary cardholder and it is allowed by Plan, you may request Card for one or more dependents. You remain liable for any and all use of any such Cards you authorize.

Loading Card: You may not add funds to Card or Plan(s). Only Sponsor or PA may add funds to Plan(s). You will have access to funds upon Card activation.

Using Card / Features: The maximum amount that can be spent with the Card per day is limited to the available balance of Plan(s) linked to Card or \$10,000.00, whichever is less. You may use Card to purchase eligible goods or services at selected merchants ("Qualified Expenditures"), such as health care, dependent care, and transit merchants where Debit Mastercard® or NYCE® cards are accepted as long as the value available in Plan(s) is not exceeded. Qualified Expenditures are determined by applicable law, rules and regulations, as well as Plan documents provided by PA or Sponsor. Each time Card is used, the amount of the transaction and any applicable fees reduce the Plan balance, as determined by Admin. Preauthorization places a "hold" on available funds until the merchant sends the final payment amount of the purchase. Once the final payment amount is received, the preauthorized amount on hold is removed. It may take up to five (5) days for the hold to be removed. During the hold period you do not have access to the preauthorized amount.

Some merchants do not allow split transactions where you use Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. You do not have the right to stop payment on any purchase or payment transaction originated by use of Card. You may not make preauthorized regular payments using Card. If you authorize a transaction and then fail to purchase the item, the approval may result in a hold for that amount of funds for up to thirty (30) days. If Card number is used without presenting Card (e.g., mail order, telephone, or Internet purchase), the legal effect is the same as if you used Card itself. For security reasons, the amount or number of transactions you can make on Card may be limited. Card cannot be redeemed for cash or used for illegal gambling or any other illegal transaction. You may not exceed the available amount in Plan(s) through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance, you remain fully liable for the amount of the transaction and any applicable fees. If you believe a Card transaction was deducted from the incorrect Plan, contact PA.

Returns and Refunds: If you are entitled to a refund for any reason for goods or services obtained with Card, you agree to accept credits to Card for such refunds and agree to the refund policy of that merchant. Neither Issuer, PA, nor Sponsor are responsible for the delivery, quality, safety, legality or any other aspects of goods or services you purchase with Card. All such disputes must be addressed and handled directly with the merchant from whom the goods or services were provided.

Card Replacement: If you need to replace Card for any reason, contact PA at the phone number printed in Plan document or on back of Card.

Expiration: Unless cancelled, Card expires on the last day of the expiration month printed on the front of it; however, your ability to use Card may end sooner than Card expiration date depending on your enrollment status in Plan(s). A replacement for an expiring Card may be automatically mailed depending on your enrollment status in Plan(s).

Transactions Made In Foreign Currencies: If you make a purchase in a currency other than the currency in which Card was issued, the amount deducted from the funds will be converted by Mastercard International Incorporated into an amount in the currency of Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date.

Receipts: You should get a receipt when you make a transaction. You agree to retain, verify, and reconcile transactions and receipts.

Balance / Transaction History: You may determine Plan(s) balance or review your transactions by calling PA at the number printed in Plan document(s) or on the back of Card.

Confidentiality: We may disclose information to third parties about Card transactions you make: 1) Where it is necessary for completing transactions; 2) In order to verify the existence and condition of Plan and/or Card for a third party, such as a merchant; 3) In order to comply with government agency, court order, or other legal reporting requirements; 4) If you consent by giving us your written permission; 5) To our employees, auditors, affiliates, service providers, or attorneys as needed; or 6) Otherwise as necessary to fulfill our obligations under this Agreement.

Our Liability for Failure to Complete Transactions: If we do not properly complete a Card transaction on time or in the correct amount according to the Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: 1) If through no fault of ours, you do not have enough funds available in Plan to complete the transaction; 2) If a merchant refuses to accept Card; 3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; 4) If access to Card has been blocked after you reported Card lost or stolen; 5) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; 6) If we have reason to believe the requested transaction is unauthorized; 7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent completion of the transaction, despite reasonable precautions we have taken; 8) If Sponsor did not add funds to Plan(s) in a timely manner; or, 9) Any other exception stated in Agreement.

Your Liability for Unauthorized Transfers: Contact PA at once if you believe Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe Card has been lost or stolen, or that someone has transferred or may transfer money using Card without your permission, call PA at the phone number printed in Plan documents. *Under Mastercard Rules, you will not be held responsible for unauthorized transactions if you used reasonable care in protecting Card from loss or theft and you promptly reported that you knew the Mastercard card was lost or stolen. Zero Liability does not apply to Mastercard payment cards used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered).* If Card has been lost or stolen, Card will be permanently deactivated to keep losses down. PA may send a new Card.

Other Miscellaneous Terms: Card and your obligations under Agreement may not be assigned. We may transfer our rights under Agreement. Use of Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of Agreement is determined invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of Agreement shall not be affected. Agreement will be governed by the laws of the State of Delaware except to the extent governed by federal law.

Amendment and Cancellation: The terms and conditions of Agreement may be changed or amended at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is for security purposes it may be made without prior notice. Card or Agreement may be canceled or suspended at any time. You may cancel Agreement by returning Card to us. Your termination of Agreement will not affect any of our rights or your obligations arising under Agreement prior to termination. Issuer, Sponsor and/or PA have the right to suspend or cancel Card. Card may be suspended or canceled if you (or an individual authorized by you) fail to use it in its intended manner. Suspended Card can be reactivated after you take corrective action. You will receive notification from Sponsor or PA explaining why Card was suspended and corrective instructions to reverse suspension. Card may be suspended for inappropriate and/or abusive transactions including, but not limited to, purchase of clearly non-Qualified Expenditures, purchases for ineligible individuals, providing Card access to inappropriate individuals, delinquent claim submission to document transactions, and failure to repay Plan for ineligible expenses. Card may be canceled if you lose eligibility for Plan(s), e.g., an employment status change or Sponsor no longer offers such accounts. Card may be canceled at request of Sponsor if you (or an individual authorized by you) repeatedly fail to use Card in the manner it was intended. You will receive notice from PA if Card is canceled.

Information About Your Right to Dispute Transactions: In the case of a discrepancy or questions about Card transaction(s), call PA at the number on the back of Card or provided in Plan documents as soon as you can. You must contact PA no later than sixty (60) calendar days after the transaction posted. You may request a written transaction history by contacting PA at the number printed in Plan documents or on the back of Card. In case of a discrepancy or questions about Card transactions you need to provide: 1) Your name and 16-digit Card number. 2) A description of the transaction(s) including the date and dollar amount. 3) Explain why you believe there is a discrepancy. If you provide this information orally, Admin may require that you send the details listed above in writing within sixty (60) calendar days after the transaction(s) you are questioning posted. You agree to cooperate fully with the investigation and to provide any additional information or documentation needed for the claim. Once the required details, information, and/or documents have been received, PA will determine whether a discrepancy occurred. The investigation may take up to one hundred and twenty (120) calendar days from the transaction settlement date. If you are asked to put details in writing and you do not provide them within sixty (60) calendar days of the date the transaction(s) you are questioning posted, the claim may not be able to be resolved in your favor. You will be provided with the results after the investigation is completed. If it is determined a discrepancy occurred the discrepancy will be promptly corrected and credit provided. If no discrepancy is found, a written explanation will be provided.

English Language Controls: Any translation of Agreement is provided for convenience. The meanings of the terms, conditions and representations are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Customer Service: For customer service or additional information regarding Card, please contact PA at the phone number or address printed in Plan documents or on the back of Card.

No Warranty Regarding Goods or Services as Applicable: We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with Card.

Telephone Monitoring/Recording: From time to time PA may monitor and/or record telephone calls between you and it to assure the quality of its customer service or as required by applicable law.

Arbitration: Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) Card; iii) your acquisition of Card; iv) your use of Card; v) the amount of available funds; vi) advertisements, promotions or oral or written statements related to Card, as well as goods or services purchased with Card; vii) the benefits and services related to Card; or viii) transactions on Card, no matter how described, pleaded or styled, shall be **FINALLY and EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). **We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.** For a copy of procedures, to file a Claim, or for other information, contact AAA, 335 Madison Avenue, New York, NY 10017, or www.adr.org. All determinations as to the scope, interpretation, enforceability and validity of Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: i) termination of Agreement; ii) bankruptcy of any party; iii) any transfer, sale or assignment of Card, or any amounts owed on Card, to any other person or entity; or iv) expiration of Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force. **IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE CARD. CALL PA AT THE NUMBER PRINTED IN PLAN DOCUMENTS OR ON THE BACK OF CARD TO CANCEL CARD AND MAKE ALTERNATE ARRANGEMENTS TO ACCESS FUNDS ASSOCIATED WITH THE PLAN.**

This Agreement is effective August 2017