

AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Prepaid Visa® Card: This document is the agreement (“Agreement”) containing the terms and conditions associated with the Prepaid Visa Card (“Card”) issued by The Bancorp Bank, Wilmington, Delaware or its depository institution affiliate. “Plan Sponsor” refers to the employer or entity sponsoring a benefit plan (“Benefit Plan”). A Benefit Plan offered by the Plan Sponsor may be comprised of one or more of the following: Flexible Spending Account (FSA), Health Reimbursement Account (HRA) or Health Savings Account (HSA) or Qualifying Transit Account (QTA) or a Dependent Card Account (DCA) (individually and collectively referred to as a “Benefit Account”). “Plan Administrator” refers to the employer or an agent of the Plan Sponsor that assists in the administration of the Benefit Plan. The Card is used to access funds held in the Benefit Account. The types of Benefit Accounts that are available to you, the limitations on them, and the qualifications to participate in the Benefit Plan, are governed by other documents, including the documents that the Plan Sponsor provides to its participants. The Plan Sponsor or Plan Administrator determines which Benefit Accounts are available to each participant, the spouse of each participant and/or dependents of each participant. The Bancorp Bank is not a party to the Benefit Plan or other plan documents. The Bancorp Bank is not a fiduciary with respect to the Benefit Plan and is not responsible for the plan documents or the administration of the Benefit Plan.

By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Issuer” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. This Agreement governs the relationship between you and us regarding the Card, and our services related to the Card, and funds held in the Benefit Account which are accessed using the Card. You acknowledge and agree that the amount available for Card use is limited to funds that are loaded to the Benefit Account by the Plan Sponsor or Plan Administrator in order for you to complete the purchase of qualified goods or services from an eligible merchant.

You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on the funds in the Benefit Account. The Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close the Card if we determine it is being used for business purposes. We may refuse to process any transaction we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down the Card number and the customer service phone number provided in your Benefit Plan document or on the back of the Card on a separate piece of paper in case the Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

My Use-of-Card Promises: For each Benefit Plan in which you are enrolled and intend to use the Card, you certify you will only use your Benefit Account in connection with the payment of qualifying expenses under that Benefit Plan. You acknowledge that you received and reviewed guidelines regarding which expenses are qualifying expenses under the Benefit Plan, and you agree to follow those guidelines. You also agree and affirm that any expense you pay with the 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 you pay with the Card and, upon request, to submit those documents to your Plan Administrator. You acknowledge that in order to process certain Card transactions it may be necessary to disclose information regarding your participation in the Benefit Plan to third party service providers (such as benefits administrators to determine pharmacy and/or medical benefits under group health plans). The promises, requests and consents described above are considered “My Use-of-Card Promises,” and you understand that your acceptance of them (as demonstrated by activation of the Card) and your reliance on them has created a binding contractual commitment on your part regarding your use of the Card. You also understand that you renew and reaffirm the My Use-of-Card Promises each time you use or permit use of the Card.

Activate the Card: You may need to activate the Card before it can be used. Follow the instructions on the label affixed to the front of the Card for activation. You will need to provide personal information in order to verify your identity.

If there is no label affixed to the front of the Card, the Card is active upon the first initial transaction.

Personal Identification Number: You will not receive a Personal Identification Number (“PIN”) with the Card. However, you may select a PIN by calling the phone number on the label affixed to the Card. See the activation instructions in the “Activate The Card” section. You should not write or keep the PIN with the Card. Never share the PIN with anyone. When entering the PIN, be sure it cannot be observed by others and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to the PIN, you should advise us immediately following the procedures in the paragraph titled “Your Liability for Unauthorized Transfers.”

Authorized Users: You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by such person. You are wholly responsible for the use of the Card according to the terms and conditions of this Agreement.

Dependent Cards: The primary Cardholder may request additional Card(s) for another person(s) (“Dependent Card(s)”) if permitted by the Benefit Plan. There may be a limit on the number of Dependent Cards that are issued depending on your Benefit Plan. You remain liable for any and all use of any Dependent Card(s) you authorize.

Your Representations and Warranties: By activating the Card or by retaining, using or authorizing use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal

information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

Cash Access: Access to cash from an Automated Teller Machine (“ATM”) device may vary by Plan type. Please consult your Plan documents or contact your Plan Administrator to determine if the Card has cash access. If your Plan does permit cash access, please note: If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to the Benefit Account. ATM device owner-operators may impose their own fees on cash withdrawals.

Loading the Card: Only the Plan Administrator may load funds from the Benefit Account. You will have access to the funds on the first day of the start of your plan, once funds are loaded to the Benefit Account. Personal checks, cashier’s checks, and money orders sent to the Issuer are unacceptable forms of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied toward a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer. The maximum value of the Card is restricted to the balance on the Benefit Account.

Preauthorized Transfers: The Benefit Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers (“Merchants”). If presented for payment, preauthorized direct debits will be declined and payment to the Merchant or provider will not be made. You are not authorized to provide the combination of the Issuer’s 9-digit bank routing number and the 16-digit Card number to anyone.

Using The Card/Features: The maximum value of the Benefit Account is restricted to balance on the Benefit Account. These are the maximum amounts that can be spent:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature/PIN)	up to \$10,000.00 per calendar day

The Card is a limited access device that can be used only at qualified locations (as set forth in your Benefit Plan documents) wherever Visa debit cards, or Interlink cards are accepted as long as you do not exceed the available value of the Benefit Account. This means you may use the Card to pay for qualified expenses at selected retail and service establishments that have agreed to accept the Card. Selected health care merchants may include: vision, dental, hearing and medical clinics, hospitals, drugstores, medical laboratories, medical equipment providers, or other medical establishments offering health-care services. Qualified expenses for a Benefit Account are determined by applicable law, rules and regulations, as well as the Benefit Plan documents provided by the Plan Administrator where applicable.

Some merchants do not allow cardholders to conduct split transactions where you use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Benefit Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping or dipping the Card, the Card is likely to be declined.

A preauthorization places a hold on the corresponding available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the hold on the preauthorized amount will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to purchase that item, the approval may result in a hold for that amount of funds for up to thirty (30) days.

If you use the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you had used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on the Card. The Card cannot be redeemed for cash. You may not use the Card for illegal gambling or any other illegal transaction.

Each time you use the Card, the amount of the transaction and any applicable fees, will be deducted from the appropriate available balance in the Benefit Account, as determined by your Plan Administrator. You are not allowed to exceed the available amount in the Benefit Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the available balance, you shall remain fully liable for the amount of the transaction and any applicable fees. If you have more than one type of Benefit Account and you believe that the value of a Card transaction was deducted from the incorrect Benefit Account balance, contact your Plan Administrator as soon as possible.

Non-Visa Debit Transactions: New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions were processed as Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, a transaction may be processed as either a Visa debit transaction or as an Maestro transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Should you choose to use the Maestro network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Maestro network. Please refer to the paragraph titled “Your Liability for Unauthorized Transfers” for a description of the rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe or dip the Card at a POS terminal, sign the receipt, or provide the 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter the PIN at the POS terminal or provide the 16-digit Card number after clearly indicating a preference to route the transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

Returns and Refunds: If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. The Issuer nor Plan Sponsor or Plan Administrator are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

Card Replacement: If you need to replace the Card for any reason, please contact your Plan Sponsor or Plan Administrator at the phone number on the back of the Card or in your Plan documents. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, etc. There may be a fee for replacing a lost, stolen or damaged Card(s) see your Plan documents or contact your Plan Sponsor or Plan Administrator. For information on replacing an expired Card, see the section below titled "Expiration."

Expiration: The Card will expire no sooner than the "Valid Thru" date printed on the front of it, or on your ability to use the Card may end sooner than the Card expiration date depending on your enrollment status in your Benefit Plan(s). You will not be able to use the Card after the expiration date, however, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time, however there may be a Replacement Card fee. For information about fees contact your Plan Sponsor or Plan Administrator.

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

Receipts: You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

Balance/Transaction Histories: You are responsible for keeping track of the available balance of the Benefit Account. Merchants generally will not be able to determine the available balance. It's important to know the available balance before making any transaction. You may obtain information about the amount of money remaining in the Benefit Account and obtain a sixty (60) day history of transactions by calling your Plan Administrator at the number printed in your Benefit Plan or on the back of the Card. You also have a right to obtain a sixty (60) day written history of Benefit Account transactions by contacting your Plan Administrator.

Fee Schedule: All fee amounts will be withdrawn from the Benefit Account and will be assessed as long as there is a remaining balance in the Benefit Account, except where prohibited by law. Any time the remaining Benefit Account balance is less than the fee amount being assessed, the balance of the Benefit Account will be applied to the fee amount resulting in a zero balance on the Benefit Account. Fees can be found in the Plan documents or contact your Plan Administrator.

Confidentiality: We may disclose information to third parties about the Benefit Account or the Card transactions you make:

- 1) Where it is necessary for completing transactions;
- 2) In order to verify the existence and condition of the Benefit Account 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 our Agreement with you, 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 the Benefit Account to complete the transaction;
- 2) If a merchant refuses to accept the 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 the Card has been blocked after you reported the 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 the completion of the transaction, despite reasonable precautions that we have taken;
- 8) If your Plan Sponsor did not add funds to your Benefit Account(s) in a timely manner; or
- 9) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers: Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Benefit Account without your permission, call 1-800-215-6280. *Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Benefit Account is \$0.00 if you are not negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). You must notify us immediately of any unauthorized use.*

To keep losses down, we will block the Card if it has been reported lost or stolen and will send a replacement Card. There may be a fee for replacing a lost or stolen Card(s) see your Plan documents or contact your Plan Administrator.

Other Miscellaneous Terms: The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the 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 this Agreement shall be determined to be 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 this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

Amendment and Cancellation: The terms and conditions of this 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 made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. A suspended Card can be reactivated after you take corrective action. You will receive notification from your Plan Sponsor or Program Administrator explaining why Card was suspended and corrective instructions to reverse suspension. A 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 Benefit Account(s) for ineligible expenses. Card may be canceled if you lose eligibility for Plan(s), e.g., an employment status change or Plan Sponsor no longer offers such accounts. Card may be canceled at request of Plan Sponsor if you (or an individual authorized by you) repeatedly fail to use the Card in the manner it was intended. You will receive notice from Program Administrator if the Card is canceled.

Information About Your Right to Dispute Transactions: In the case of a discrepancy or questions about Card transaction(s), call your Plan Sponsor, using the contact information found in your Plan documents, or on the back of the Card as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Card Account.

In case of a discrepancy or questions about Benefit Account transactions you will need to tell us:

1. Your name and the 16-digit Card number.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred, we will correct the discrepancy promptly and credit the Benefit Account. If we decide there was no discrepancy, we will send you a written explanation.

English Language Controls: Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein 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 Plan Administrator at the phone number and/or address printed in Plan documents or on the back of the Card.

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

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 the Card.

Arbitration: Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Card; iii) your acquisition of the Card; iv) your use of the Card; v) the amount of available funds in the Benefit Account; vi) advertisements, promotions or oral or written statements related to the Card, as well as goods or services purchased with the Card; vii) the benefits and services related to the Card; or viii) transactions on the 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 the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this 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) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of the Card, or any amounts owed on the Card, to any other person or entity; or iv) expiration of the 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 THE CARD. CONTACT YOUR PLAN SPONSOR OR PLAN ADMINISTRATOR AT THE PHONE NUMBER ON THE BACK OF THE CARD TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO ACCESS THE FUNDS ASSOCIATED WITH THE BENEFIT ACCOUNT.

This Agreement is effective 07/2019.