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See Reverse Side for Cardholder Agreement

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Your Benefits Debit MasterCard® is provided to you by your Employer under a Benefit Plan as allowed by the IRS under applicable Sections of the U.S. Tax Codes and/or in conjunction with a Health Savings Account established by you.

CARD USES

You may use the Card only at qualified locations for eligible products and services under your Employer's Benefit Plan or Health Savings Account Custodial Agreement. The Benefits Card may be linked to a:

- Flexible Spending Account (FSA)
- Health Savings Account (HSA)
- Health Reimbursement Arrangement (HRA)
- Dependent Care Account (DCA)
- Transit/Parking Account

Some examples of eligible locations for usage of the Card may include, but are not limited to: hospitals, physician offices, dental offices, vision services locations, pharmacies, and parking and mass transit. Some examples of eligible products and services may include: Co-pays at pharmacies as well as the doctor's or dentist's office, prescription drugs, medical devices such as hearing aids and diabetic supplies, eye glasses, contact lenses, mass transit and much more!

Over-the-counter drugs and medicines are eligible only when prescribed by a doctor. Check with your Plan Administrator or Employer for specific eligibility and reimbursement process.

REMEMBER to keep all your receipts in case they are requested by your Plan Administrator, Employer, or in the case of an HSA, the IRS. Questions related to your Benefits Card or benefit account(s) should be directed to your Plan Administrator or Employer. This card cannot be used at any ATM or to obtain cash. This card is issued by The Bancorp Bank pursuant to license from MasterCard International Incorporated. The Bancorp Bank is not a party to the Benefit Plan or to other plan documents. They are not a fiduciary with respect to the Benefit Plan and are not responsible for the plan documents or the administration of your Benefit Plan. MasterCard is a registered trademark of MasterCard International Incorporated.

HOW TO USE YOUR BENEFITS CARD

1. Read the front and back of this form carefully, record your Card number on this form and retain it for your records.
2. Sign the back of your Card before using it.
3. Your Benefits Card will be activated upon first usage. You do not need to call to activate your Card. At the point of sale terminal, if you are offered a choice, select the "CREDIT" option to sign your purchase receipt. You may be prompted to enter a PIN. If you do not have it, ask the merchant to process the transaction so that you may sign the receipt instead.
4. Retain all itemized receipts and documentation. If requested by your Plan Administrator, Employer, or in the case of an HSA, the IRS, you are obligated to submit your receipts to prove expenses are eligible under your Benefit Plan and applicable IRS regulations.

Failure to submit receipts /documentation may result in:

- a) the expense being deemed ineligible in which case you would be obligated to repay the amount to the Benefit Plan; and/or
 - b) immediate suspension or revocation of your Benefits Card; and/or
 - c) taxable payroll deductions by your Employer of the ineligible expense; and/or
 - d) taxable gross income being subject to an additional tax on that amount (check with your Administrator for details).
5. **Call the number on the back of your card** to obtain up-to-date account balance information, to report your Card lost or stolen, and/or to find out how to get your PIN.

WRITE YOUR BENEFITS CARD NUMBER HERE

Cardholder Agreement
IMPORTANT – PLEASE READ CAREFULLY

My Use-of-Card Promises

For each benefits account 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) plan(s) ("Plan") where you are enrolled to use your Benefits Debit MasterCard® ("Card"), you certify that you will only access your Plan account for payment of qualifying expenses under that Plan. You acknowledge that you have received and reviewed guidelines on the expenses that are qualifying expenses under the Plan, and you agree to follow these 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 these 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 Plan to third party service providers (such as benefits administrators that determine pharmacy and/or medical benefits under group health plans).

The promises, requests and consents above will be considered "My Use-of-Card Promises," and you understand that your acceptance of these (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 will renew and reaffirm My Use-of-Card Promises each time you use or permit the Card to be used for payment.

Terms and Conditions/Definitions for your Benefits Debit MasterCard

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which this benefits Card ("Card") has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. "Card" means the Benefits Debit MasterCard issued to you by The Bancorp Bank, Wilmington, Delaware. "Issuer" means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution. "Reimbursement Account" means the records maintained to account for the value of claims associated with the Card. "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. "Plan Sponsor" means your employer or the association who is sponsoring your benefit plan ("Benefit Plan"). "Plan Administrator" means your employer or an agent for your Plan Sponsor to assist in the administration of your Benefit Plan. The Card is a device that may be used to access one or more benefits accounts 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 Plan Sponsor offers. This Agreement governs the relationship between you and us regarding your Card, and our services related to the Card. The types of benefits that are available to you under your plan documents, the limitations on those benefits, and the qualifications to participate in the Benefit Plan, are governed by other documents, including plan documents that your Plan Sponsor has provided to you. Either the Plan Sponsor or Plan Administrator will determine what accounts are available to you, your spouse and/or dependents. We are not a party to the Benefit Plan or those other plan documents. We are not a fiduciary with respect to the Benefit Plan and are not responsible for the plan documents or the administration of your Benefit Plan.

You acknowledge and agree that the amount available for Card use is limited to the amount available in your Reimbursement Account(s).

You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any checking or savings account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in a Reimbursement Account. The Card will remain 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. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Write down your Card number and the customer service phone number provided in your Benefit Plan document or on the back of your Card on a separate piece of paper in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your 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 those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

Dependent Cards

If you are the primary cardholder, you may request a Card for one or more dependents if allowed under your Benefit Plan. You remain liable for any and all usage of any dependent Cards you authorize.

Loading Your Card

You may not load funds to your Reimbursement Account(s), called "value loading". Only your Plan Sponsor or Plan Administrator may add additional funds to your Reimbursement Account. You will have access to your funds upon activation.

Using Your Card/Features

The maximum amount that can be spent on your Card per day is the maximum value of your Card, which is the lesser of the value available in each Reimbursement Account linked to your Card or \$10,000.00.

You may use your Card to purchase eligible goods or services at selected merchants ("Qualified Expenditures"), such as health care, dependent care, and transit merchants everywhere Debit MasterCard® or NYCE® are accepted as long as you do not exceed the value available in your Reimbursement Account. Qualified Expenditures are defined by your plan documents provided by your Plan Sponsor. If you use the Card for any purpose other than a Qualified Expenditure, you may be subject to taxes, penalties, fines or surcharges according to applicable federal and state law. Your Plan Sponsor, the Plan Administrator, the Internal Revenue Service ("IRS") or any other competent jurisdiction will make the determination of Qualified Expenditures. We have no responsibility to make such determination. If you use the Card for Non-Qualified Expenditures, you indemnify us and hold us harmless for any penalties or other consequences that may occur as a result of such use. If you use, continue to use or attempt to use the Card for Non-Qualified Expenditures, you may be assessed a penalty and/or your Card may be revoked. You agree to reimburse your Plan for Non-Qualified Expenditures. To the extent that you fail to reimburse your Plan, you authorize your Plan Sponsor or Plan Administrator to collect from you personally, or withhold such Non-Qualified Expenditures, including taxes, penalties, fines or surcharges, from your payroll to the extent permitted by law. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender.

Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to five (5) days for the hold to be removed. During the hold period you will not have access to the preauthorized amount.

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

Upon any purchase via a point-of-sale terminal, mail order, telephone order or other purchase transaction, the balance of your Reimbursement Account or HSA will be reduced by the amount of such purchase as determined by your Plan Administrator. The use of your Card to purchase goods and services from merchants is treated as a claim against your Reimbursement Account or HSA, as appropriate.

Each time you use your Card, the amount of the transaction and any applicable fees, will be deducted from the appropriate available balance(s) in your Reimbursement Account or HSA, as determined by your Plan Administrator. You are not allowed to exceed the available amount 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 believe that a transaction was deducted from the incorrect plan account, contact your Plan Administrator.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to five (5) days.

Personal Identification Number, Cash Access, and ATM Use

You will not receive a Personal Identification Number ("PIN") with your Card. However, you may contact your Plan Sponsor or Plan Administrator for instructions on how to obtain a PIN for your card. You may not use your Card to obtain cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or by any other means. You may not use your Card at an ATM. For security reasons, we may limit the number of consecutive PIN failures allowed.

You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise your Plan Administrator immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. If you have a problem with a purchase that you made with your Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

Card Replacement

If you need to replace your Card for any reason, please contact your Plan Administrator at the phone number printed in your plan document or on the back of your Card to request a replacement Card. There may be a fee for replacing your Card.

Expiration

Unless terminated, your Card will expire on the last day of the month printed on your Card; however, your ability to pay for products and services may end sooner than the Card expiration date depending on your enrollment status in your Benefit Plan.

Charges Made In Foreign Currencies

If you make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by MasterCard International Incorporated into an amount in the currency of your 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. If you make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess this foreign currency conversion fee of 1% of the transaction amount.

Receipts

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

Card Account Balance/Periodic Statements

You may determine your Reimbursement Account balance or review any transaction by calling your Plan Administrator at the number printed in your plan document or on the back of your Card. Contact your Plan Administrator or HSA custodian to determine the balance in your HSA.

NOTICE TO CARDHOLDERS WITH AN HSA. All questions about transactions made with your Card must be directed to your Plan Administrator. We will not send you a periodic statement listing transactions that you make using your Card. The transactions will appear only on the statement issued by your bank or other financial institution.

Confidentiality

We may disclose information to third parties about your Card or the transactions you make: 1) Where it is necessary for completing transactions; 2) In order to verify the existence and condition of your 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 give 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 transaction from your Card 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 on your Card to complete the transaction; 2) If a merchant refuses to accept your 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 your Card has been blocked after you reported your 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 Reimbursement Accounts in a timely manner; or 9) Any other exception stated in our Agreement with you.

Your Liability for Unauthorized Transfers

Contact your Plan Administrator at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money using your Card without your permission, call your Plan Administrator at the phone number printed in your plan document. Under MasterCard Rules, your liability for unauthorized MasterCard transactions on your Card Account is \$0.00 if you report the loss, theft, or unauthorized use to your Plan Administrator within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify your Plan Administrator within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify your Plan Administrator within two (2) business days of any unauthorized charges, you may be liable for the full amount that was lost, stolen, or transferred.

To avoid any loss if someone uses your Card without your permission, contact your Plan Administrator immediately.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify your Plan Administrator at once following the procedures stated in the paragraph labeled "Information About Your Right To Dispute Errors". If you do not notify your Plan Administrator in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if the Plan Administrator can prove that they could have stopped someone from taking the value if you had notified the Plan Administrator in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, we will permanently inactivate your Card to keep losses down and your Plan Administrator may issue a new Card.

Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your 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 anytime. 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 We may amend or change the terms and conditions of this Agreement 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 your 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.

Your Plan Sponsor and/or you have the right to suspend or terminate a Card. You must surrender a cancelled, revoked or terminated Card to your Plan Sponsor. Your Card will be suspended if you (or an individual authorized by you) fail to use the Card in the manner it was intended. You will receive notification telling you why your Card is "suspended" and giving corrective instructions to reverse the suspension. A suspended Card can be reactivated after you take corrective action. Your 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, or delinquent claim submission to document transactions, and failure to make necessary fund replacements in your Reimbursement Account.

Your Card will be terminated if you lose eligibility status for your Reimbursement Account. Such a status change may include an employment status change or your Plan Sponsor no longer offering such accounts. We may also terminate your Card at the request of your Plan Sponsor if you (or an individual authorized by you) repeatedly fail to use your Card in the manner it was intended. You will receive notice if your Card is terminated.

Information About Your Right to Dispute Errors

In case of errors or questions about your transactions, or you need more information about a transaction call your Plan Administrator. You must contact your Plan Administrator no later than sixty (60) days after the date of the transaction in question. 1) Provide your name and Card number. 2) Describe the error or the transaction you are unsure about, and explain why you believe it is an error or why you need more information. 3) Provide the dollar amount of the suspected error.

If you provide this information orally, you may be required to send your complaint or question in writing within sixty (60) calendar days of the date of the transaction in error. A determination will be made whether an error occurred within sixty (60) calendar days after you notify your Plan Administrator and any error will be corrected promptly. If more time is needed, however, your Plan Administrator may take up to ninety (90) days to investigate your complaint or question. If your Plan Administrator decides to do this, you will be notified verbally or in writing. If you are asked to put your complaint or question in writing and you do not provide it within sixty (60) calendar days of the date of the transaction in error, your Card may not be credited. For errors involving new Cards, POS transactions, or foreign-initiated transactions, your Plan Administrator may take up to ninety (90) days to investigate your complaint or question. If it is determined that an error has occurred, the transaction in error will be corrected upon completing the investigation. You will be told the results within three (3) business days after completing the investigation. If it is decided that there was no error, you will be sent a written explanation. Copies of the documents used in the investigation may be obtained by contacting your Plan Administrator at the phone number or address listed in your plan document.

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 your Card, please contact your Plan Administrator at the phone number or address listed in your plan document.

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 your Card.