

IMPORTANT – READ CAREFULLY**Terms and Conditions/Definitions for the TASC Prepaid MasterCard®**

This Cardholder Agreement ("Agreement") outlines the terms and conditions under which the TASC Prepaid MasterCard® has been issued to you by The Bancorp Bank, Wilmington, Delaware ("The Bancorp Bank" or "Issuer"). The Issuer is an FDIC insured member institution. "Card" means the TASC Prepaid MasterCard issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. "Card Account" means the records your Plan Administrator maintained to account for the value of claims associated with the Card linked to a flexible spending account (FSA), health reimbursement arrangement (HRA), transit/parking benefits account (each a "Benefit Account") "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 TASC, an agent for your Plan Sponsor assisting in the administration of your Benefit Plan. You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded into the Card Account(s) on your behalf. 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, savings, or bank account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card 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. This Card is not designed for business use beyond Employee Benefit Plans and your Plan Administrator may close your Card Account if it is determined that it is being used for disallowed business purposes. Your Plan Administrator may refuse to process any transaction that they believe may violate the terms of this Agreement. Our business days are Monday through Friday, excluding federal holidays, even if we or your Plan Administrator are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise. This Agreement governs the relationship between you and us regarding your Card, our services related to the Card, and funds from a Benefit Account accessed using your Card ("Funds"). 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 Card Account. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

Card Activation.

Your Card will be activated automatically upon its first successful use. No further action is required.

Personal Identification Number.

You will not receive a Personal Identification Number ("PIN") with your Card Account. However, you may request a PIN. To request a PIN, call your Plan Administrator at the number printed in your plan document or on the back of your Card and provide the personal information requested. 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." For security reasons, your Plan Administrator may limit the number of consecutive PIN failures allowed.

Authorized Card 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, it will be treated 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.

Your Representations and Warranties.

By activating the Card or by retaining, using or authorizing the 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 United States 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.

Secondary Cardholder.

You may request an additional Card for another person. The maximum number of Cards permitted is four (4). You must notify your Plan Administrator to revoke permission for any person you previously authorized to use the Card. If you notify your Plan Administrator to revoke another person's use of the Card, the Plan Administrator may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of any additional Card you authorize.

Loading Your Card.

You may not load additional funds to your Card Account. Only your Plan Sponsor or Plan Administrator may load additional funds to your Card Account. Funds are loaded in the Benefit Account based on annual election amounts, depending on the Benefit Account, or as payroll deductions are made. You will have access to your funds in your Benefit Account(s) pursuant to your Benefit Plan design. Each time you use the Card, your Plan Administrator will debit the amount of the transaction and any applicable fees or charges will be debited from the appropriate available balance(s) accessed by your Card as determined by your Plan Administrator. If you believe that a transaction was deducted from the incorrect plan account, contact your Plan Administrator. Any individual purchase or series of purchases may not exceed the available balance in your Card Account. If, however, a transaction does occur that exceeds the appropriate available balance(s) in your Card Account, you agree to have the amount of the overdraft deducted from any amount subsequently loaded to your Card Account. A transaction presented for authorization may be denied if it exceeds the appropriate available balance(s) in your Card Account or if there is a dispute over the Funds. Personal checks, cashiers checks, and money orders sent to the Plan Administrator are not an acceptable form of loading towards a negative balance, in which case the check or money order may or may not be loaded to your Card Account at the discretion of your Plan Administrator.

Using Your Card/Features.

The maximum value of your Card is restricted to the amount of the funds in your Benefit Account as dictated by your Plan.

To initiate a MasterCard debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase.

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. 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 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 your Card, your Card is likely to be declined.

Any preauthorization amount will place a "hold" on your available funds until the merchant sends 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 seven (7) 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, your Plan Administrator may limit the amount or number of transactions

Each time you use your Card, you authorize your Plan Administrator to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account, you shall remain fully liable for the amount of the transaction and any applicable fees. 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 Account. 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 thirty (30) days.

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. The Issuer is not 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 your Card for any reason please contact your Plan Administrator at the number printed in your plan document or on the back of your Card to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of identification, etc. There is a fee for replacing your Card.

Transactions Made In Foreign Currencies.

If you obtain your funds or 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 from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Issuer may assess a foreign currency conversion fee of 1% of the transaction amount. Transactions made outside of the 50 United States and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

Receipts.

Under IRS and Treasury regulations, all payments from your Benefit Account require third-party documentation. Some transactions will be electronically documented and will not require after purchase documentation. You are responsible for meeting any documentation requirements. Failure to meet documentation requirements established by your Plan Sponsor and/or Plan Administrator could result in Card suspension or termination. Ask your Plan Sponsor or Plan Administrator for examples of electronic documentation and further instructions. 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.

Certification.

Each Benefit Account Card transaction is a claim against your Benefit Account(s) as appropriate, and all IRS, Treasury and Plan Sponsor/Plan Administrator rules and regulations governing your Benefit Plan apply. Therefore, you may only use this Card to purchase eligible services and products for you and, if applicable, your spouse or a qualifying individual that you are entitled to claim as a dependent. Furthermore, you may only use this Card to pay for services or products that you are responsible for paying for which you have no other insurance coverage or reimbursement. When you (or an individual authorized by you) use this Card you accept responsibility to repay your Plan Sponsor for ineligible transactions against your Benefit Account. If you fail to repay your Plan Sponsor for such amounts, you authorize your Plan Sponsor (to the extent permitted by law) to collect from you personally or withhold such funds from your pay or any other amounts due to your Plan Sponsor including any taxes, fines, surcharges or penalties that may be assessed for the use of your Card for ineligible services or products. You also understand that your Card may be immediately suspended and/or permanently terminated for failure to pay such amount.

Suspension/Termination.

Your Plan Sponsor and/or Plan Administrator have the right to suspend or terminate your Card access to your Benefit Account. Your Plan Sponsor and/or Plan Administrator may suspend, revoke, or terminate it at any time in their sole discretion. Your Benefit Account access may be suspended for inappropriate and/or abusive transactions including, but not limited to, purchase of clearly non-eligible products or services, 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 Benefit Account.

Your Benefit Account access will be terminated if you lose eligibility status for your Benefit Account. Such a status change may include an employment status change or your Plan Sponsor no longer offering such accounts. Your Card's access to your Benefit Account may also be terminated at the request of your Plan Sponsor or Plan Administrator 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.

Card Account Balance/Periodic Statements.

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account by calling your Plan Administrator at the number printed in your plan document or on the back of your Card. You will not automatically receive paper statements. You may choose to have a paper statement mailed to you by contacting your Plan Administrator. However, there is a fee for this service.

Fee Schedule.

All fee amounts will be withdrawn from your Benefit Account and will be assessed as long as there is a remaining balance in either your Benefit Account except where prohibited by law.

Claim Card Fee	\$10.00 per Card Replaced
Foreign Currency Conversion Fee	1% of the transaction amount
Paper Statement Fee	\$5.00 per request

Contact your Plan Administrator at the number printed in your plan document or on the back of your Card for specific fee information.

Confidentiality.

Your Plan Administrator 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 merchant; (3) In order to comply with government agency, court order, or other legal or administrative 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 your Plan Administrator does not properly complete a transaction from your Card Account on time or in the correct amount according to our Agreement with you, your Plan Administrator will be liable for your losses or damages. However, there are some exceptions. Your Plan Administrator will not be liable, for instance: (1) If through no fault of theirs, you do not have enough funds available in your Card Account 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 Account 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; (7) If your Plan Administrator has reason to believe the requested transaction is unauthorized; (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that your Plan Administrator has taken; (9) If the requested transaction is not permitted under the terms of your Benefit Plan; or (10) 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

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 if you are not grossly negligent or fraudulent in the handling of your Card.

This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction, or if 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 after you learn of the loss or theft of your Card and your Plan Administrator can prove that they could have stopped someone from using your Card without your permission if you had promptly notified them, you could lose as much as \$500.00.

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 your Plan Administrator can prove that they notified your Plan Administrator could have stopped someone from taking the value if you had notified them in time and you are grossly negligent or fraudulent in the handling of your Card. If your Card has been lost or stolen, your Plan Administrator will close your Card Account to keep losses at a minimum.

Other Miscellaneous Terms.

Your Card and your obligations under this Agreement must not be assigned. Your Plan Administrator 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 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.

Your Plan Administrator 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, your Plan Administrator can implement such change without prior notice. Your Plan Administrator may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to your Plan Sponsor or Plan Administrator. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Information About Your Right to Dispute Errors.

In case of errors or questions about your Account, call your Plan Administrator at the number printed in your plan document or on the back of your Card or write to TASC Cardholder Services, 2302 International Lane, Madison, WI 53704-3140 as soon as you can, if you think an error has occurred involving your Account. If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. You must contact your Plan Administrator to report an error no later than sixty (60) days after the earlier of the date you electronically accessed your Account, if the error could be viewed in your electronic history, or the date the FIRST written history was made available to you on which the problem or error appeared. You may request a written history of your transactions at any time by calling your Plan Administrator or writing to TASC Cardholder Services, 2302 International Lane, Madison, WI 53704-3140. You will need to provide (1) Your name and Card Account number, (2) Why you believe there is an error, and the dollar amount involved, and (3) Approximately when the error took place.

If you provide this information orally, your Plan Administrator may require that you send your complaint or question in writing within sixty (60) calendar days of the date of the transaction in error. Once your written dispute has been received, your Plan Administrator will determine whether an error occurred within sixty (60) calendar days after you notified them and will correct any error 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 so, 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 at the beginning of this section.

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 number printed in your plan document or on the back of your 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 your Card.

Arbitration.

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction 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). **Your Plan Administrator 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 any information about these organizations, contact them as follows: AAA, at 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 your Card, or any amounts owed on your 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. SAVE YOUR RECEIPT AND CALL YOUR PLAN ADMINISTRATOR AT 800-422-4661 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.