

CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Commuter Benefits Prepaid Mastercard®.

This document is the agreement (“Agreement” or “Cardholder Agreement”) containing the terms and conditions associated with the Commuter Benefits Prepaid Mastercard (“Card”) issued by The Bancorp Bank, Wilmington, Delaware or its depository institution affiliate. Edenred Benefits, LLC is the entity managing the Commuter Benefits Prepaid Mastercard (“Program Manager”). “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: Qualified Transportation Fringe benefits (“QTF”) or may also be alternative modes of transport not defined in section 132(f) of the Internal Revenue Code but allowed by the Plan Sponsor (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. “Card Account” means records maintained to account for the value of claims associated with use of the Card. 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 Card Account from 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 Card 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.

Activate The Card

You must activate the Card before it can be used. You may activate the Card by calling 1-855-518-3746, or by visiting your commuter benefits account. You will need to provide personal information in order to verify your identity.

Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with the Card. However, you will be prompted to receive your PIN when you activate 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

You may not request an additional Card for another person.

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

You may not use the Card to obtain cash from an Automated Teller Machine ("ATM") Point-of-Sale ("POS") device or by any other means.

Loading The Card

Only the Plan Administrator may load funds from the Benefit Account to the Card Account. You may load the Card Account via a personal credit or debit card by visiting your online commuter benefits account. You will have access to the funds from the Plan Sponsor or from your personal credit or debit card once posted to the Card 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.

These are the limits associated with loading the Card:

Transaction Type	Frequency and/or Dollar Limits
Load(s) from Program Manager on behalf of the Plan Sponsor	1 load per calendar day upon receipt of Plan Sponsor funds \$10.00 – 1,000.00 per calendar month
Load(s) from your personal credit or debit card*	1 time per calendar day \$1.00 - \$1,000.00 per calendar day
*Loads from your personal credit or debit card requested with your Program Sponsor's funding may not be available for all programs. Check with your employer or Program Sponsor to see if a personal credit or debit card may be required for your order request.	

Preauthorized Transfers

The Card 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 Card Account number to anyone.

Using The Card/Features

The maximum value of the Card Account is restricted to \$2,000.00. These are the maximum amounts that can be spent:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature or PIN)	12 times per calendar day, \$1,000.00 per transaction, up to \$1,000.00 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) in the fifty (50) states of the United States ("U.S.") and the District of Columbia wherever Debit Mastercard, Maestro cards, or NYCE cards are accepted as long as you do not exceed the available value of the Card Account. This means you may use the Card to pay for qualified expenses at selected retail and service establishments that are located in the U.S. and the District of Columbia and have agreed to accept the Card. Selected merchants may include: 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.

The Card may not be used outside the U.S. and the District of Columbia, including Internet and mail or telephone order merchants outside the U.S. and the District of Columbia. 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 Card 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 Card Account, as determined by your Plan Administrator. You are not allowed to exceed the available amount in the Card 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.

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 Program Manager 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 1-855-518-3746 or visit your online commuter benefits account. You will be required to provide personal information which may include the 16-digit Card number, your full name, transaction history, copies of accepted identification, etc. There is a fee for replacing a lost, stolen or damaged Card, see the "Fee Schedule" for details.

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. 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 is a Replacement Card fee. For information about the fee, see the section titled "Fee Schedule."

Transactions Made In Foreign Currencies

The Card may only be used within the fifty (50) U.S. states and the District of Columbia.

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 History

You are responsible for keeping track of the available balance of the Card 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 Card 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 Card Account transactions by contacting your Plan Administrator.

Fee Schedule

All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance in the Card Account, except where prohibited by law. Any time the remaining Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount resulting in a zero balance on the Card Account.

Schedule of Fees

Fee Name/Descriptor (as shown on transaction history)	Frequency and Fee Amount
Replacement Card Fee (SVC CHG REPL):	\$10.00 (per Card; when Card is reissued or replaced for any reason, except at Card expiration.)
Inactivity Card Fee (SVC CHG-Inactivity)*:	\$3.00 (per Card, for every calendar month of inactivity; when Card is inactive for six (6) consecutive months)

***After eighteen (18) months of no transactional activity, the Card Account will be considered inactive and closed. Activity includes Card purchases from you and excludes any Card related fees. In the event your Card becomes inactive for eighteen (18) months, remaining funds loaded by your Plan Sponsor, if any, will be returned to your Plan Sponsor. Any remaining funds loaded by you will be returned to your personal credit or debit card and your Card Account will be closed.**

Confidentiality

We may disclose information to third parties about the Card 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 Card 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 Card 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 Card 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 Card Account without your permission, call 1-855-518-3746. *Under Mastercard Rules, you will not be held responsible for unauthorized transactions if you used reasonable care in protecting the Card from loss or theft and you promptly reported to us when you knew that 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 with us).*

To keep losses down, we will block the Card if it has been reported lost or stolen and will send a replacement Card. There is a fee for replacing the Card. For information about the fee, see the section titled "*Fee Schedule.*"

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

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement to your online commuter benefits account, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at to your online commuter benefits account. 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.

In the event your Card Account is cancelled, closed, or terminated for any reason, remaining funds loaded on your behalf by the Program Sponsor will be returned to the Program Sponsor. Any remaining funds loaded by you will be returned to your personal credit or debit card. If the personal credit or debit card used to fund your Card Account is closed, a refund check will be sent to the mailing address we have in our records. Please be sure to keep your mailing address up-to-date. For security purposes, in instances when you request a refund check, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow seven to ten (7 to 10) business days for processing and mailing of the refund check.

In the event this Card Program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Card Account balance, will be in the notice. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

Your Card will be cancelled if you lose Benefit Plan eligibility status. Such a status change may include an employment status change, or the Plan Administrator no longer offers such accounts. We may also cancel your Card at the request of your Plan Administrator if you (or an individual authorized by you) repeatedly fails to use the Card in the manner it was intended. You will receive notice if the Card is cancelled.

Information About Your Right to Dispute Transactions

In the case of a discrepancy or questions about Card Account transaction(s), call 1-855-518-3746, write to Edenred Benefits, LLC., Attn: Compliance Office, 265 Winter Street, 3rd Floor, Waltham, MA 02451, 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. You may request a written history of your transactions at any time by calling 1-855-518-3746 or writing to Edenred Benefits, LLC., Attn: Compliance Office, 265 Winter Street, 3rd Floor, Waltham, MA 02451.

In case of a discrepancy or questions about Card 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 Card 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 your Card, please contact us at:

Edenred Benefits, LLC.

265 Winter Street, 3rd Floor, Waltham, MA 02451

Lost/Stolen: 1-855.518.3746 (24/7/365 via IVR)

Customer Service agents are available to answer your calls:

Monday through Friday, 8 a.m. to 8 p.m. EST (holidays excluded).

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 Card 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. CALL 1-855-518-3746 TO CANCEL THE CARD AND MAKE ALTERNATE ARRANGEMENTS TO ACCESS THE FUNDS ASSOCIATED WITH THE BENEFIT ACCOUNT.

This Agreement is effective (11/2020).