

PAYROLL CARD CARDHOLDER AGREEMENT

1. Terms and Conditions. This agreement outlines the terms and conditions that govern your use of the CARDFLEX® Prepaid MasterCard® Card that has been issued to you and supersedes any terms and conditions that you may have received earlier. By accepting this Card, you agree to be bound by these terms and conditions. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.

2. Definitions. (1) Our “Business Days” are Monday through Friday excluding certain holidays. Each of our authorized agents has its own business days, but Saturdays, Sundays, and federal holidays are not considered Business Days for purposes of this Agreement, even if the Authorized Agent is open. (2) “Card” means the enclosed CARDFLEX® Prepaid MasterCard Card issued to you by Palm Desert National Bank. (3) “Card Account” means the records we maintain to account for funds that are available to you with the Card. (4) “You” and “your” mean the person whose name appears on the Card and who is authorized to use the Card as provided by this Agreement. (5) “We” “us” and “our” mean Cardflex Financial Services, LLC, its successors and assignees or Palm Desert National Bank which are parties to this Agreement with you.

3. Receipt of Payment via the Card. Your company or employer (your “Company”) will transfer funds (the “Funds”) due to you, to a pooled account maintained at a depository institution that is a member of the FDIC (the “Bank”). The Funds are then credited to Your Card Account. You can in turn access your Funds through your use of the Card. Your Card Account does not constitute an individual deposit account held at the Bank and carries no privileges except those outlined in this Agreement. Your Funds will become available to you via the Card after your Company has transferred those Funds to the Bank. You may use your Card only to the extent that you have available Funds. You can call us at 1-866-345-4011 to determine whether the transfer has occurred or to get your current card account balance. You will not receive any interest on your Funds.

4. Loading the Card. Additional Funds can be loaded on the Card only through authorized agents. Please call 1-866-345-4011 to find the nearest authorized agent.

5. Personal Identification Number. We will assign to you a confidential PIN, which will enable you to identify yourself when using your Card. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the Card and authorizing any transaction that you make via the Card. If allowed by our systems, you should change the PIN to one of your own choosing upon receipt of the Card. You shall not reveal the PIN to unauthorized users of the Card and you assume full responsibility for any and all transactions made by such unauthorized users. If you voluntarily give your Card and/or PIN to another person, you have authorized such person to use your Card and access your Funds, and you will be responsible for their use of your Card.

6. Using the Card. So long as you do not exceed the funds available in your Card Account, you may use the Card to purchase goods or services wherever the Card is honored, and to obtain cash by initiating cash withdrawal transactions through

the Card from any financial institution or ATM that accepts the Card. Each time you use the Card, you authorize us to reduce the funds available in your Card Account by the amount of the purchase or withdrawal and any applicable fees, costs, or holdings. There is no credit line associated with your card. This means that at the time of the transaction you must have sufficient funds loaded onto the Card to pay for the transaction and any applicable fees and you are never allowed to exceed the available balance in your Card Account. Nevertheless, if you exceed the available balance you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges. You can get a receipt at the time you initiate a transaction and should retain the receipt to verify your transactions.

7. Limitations on Use. Only one Card will be issued per Card Account and only the person identified on the Card may use it. You may be denied the right to use the Card if you (1) exceed the \$800.00 daily ATM withdrawal limit, (2) do not have adequate funds available in your Card Account for the transaction, (3) do not enter the correct PIN, or (4) exceed the frequency of use limitation. You do not have the right to stop payment on any purchase or withdrawal originated through your Card. You do not have overdraft protection for your Card.

The following transaction, balance, and frequency of use limitations apply:

- The minimum amount of funds that you can load onto your card is \$20.00 per load and the maximum amount is \$5,000.00 via payroll per day. The maximum cash load per day is \$2,500. You are permitted a maximum of one load per day.
- You are permitted up to 50 ATM withdraws per day and the maximum amount that can be withdrawn by ATM per day is \$800.00.
- You are permitted to conduct up to 50 PIN Point of Service Purchases per day and up to 50 Signature Point of Sale Purchases with an aggregate amount of \$2,500.
- The maximum balance allowed in the Card Account is \$9,999.99, of which no more than \$2,500 may be personal cash.

You may not use the Card for any illegal or restricted transaction. If you authorize a transaction, the approval may result in a hold for amount of the transaction for up to thirty days even if you do not complete the purchase. A hold (which may be for more than the actual amount of transaction) also may be placed by the merchant in connection with a hotel or car rental transaction. THE CARD IS AND REMAINS THE PROPERTY OF THE ISSUER, IS NON-TRANSFERABLE AND, SUBJECT TO APPLICABLE LAW, MAY BE CANCELED, REPOSSED OR REVOKED AT ANY TIME WITHOUT PRIOR NOTICE.

8. Returns and Refunds. If you need to return an item that you purchased with the Card, the merchant will handle the return in accordance with MasterCard guidelines. The merchant may credit your Card, provide a cash refund, or issue store credit.

9. Foreign Transactions. If you make a transaction in a currency other than in U.S. Dollars, MasterCard will convert the amount deducted from your Card into an amount in U.S. Dollars

according to an exchange 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 itself receives, or the government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount plus a currency conversion rate of One Percent (1.00%) of the amount of the transaction.

10. Monthly Statements. Monthly statements are provided online, free of charge, at www.flex1.com. The statement will contain certain information concerning the transactions conducted with your Card, including the dates, type, terminal location (for ATM withdrawals), and amounts of the transactions, the beginning and closing balances, fees assessed against your Card during the period, and addresses and telephone number for inquires. Monthly paper statements or individual statements can be requested by calling 1-866-345-4011. You may be charged a fee to receive paper statements. Also, at no charge, you can check your Card Account balance and transaction history at www.flex1.com.

11. Fees. You may have already paid a non-refundable purchase price for the Card (which included shipping and handling) and may have made an initial load to the Card at the time that it was purchased. In addition, you may be charged the fees identified in the Schedule that came with this Card.

Please note that the ATM Service providers may charge additional fees for ATM withdrawals.

12. Confidentiality and Privacy Policy. We do not share nonpublic personal information about your Card or you with affiliates or nonaffiliated third parties except as permitted by law. We may disclose information about your Card, the transactions that you make, information you have given in obtaining the Card, or information received from third parties, such as merchants, to nonaffiliated third parties (1) where it is necessary to complete a transaction, or to service or process your Card or your account, (2) to verify the existence and condition of your Card to an authorized third party, such as a credit bureau or merchant; (3) when required to do so by law or regulation or to comply with an order of a court or regulatory agency, or other legal reporting requirements, or to prevent or investigate possible illegal activity; (4) with your written permission; (5) to service providers who administer the Card or perform other services for us, or (6) to our auditors, affiliates, and agents, as needed. You may direct that information may not be shared by contacting us by telephone or in writing at the number or address set out below.

13. Your Liability for Unauthorized Transactions. You are responsible for all transactions initiated through use of the Card, including those initiated by presenting the number only, such as for internet or mail order transactions, and for any transactions initiated by someone else using the Card or PIN with your permission. Tell us at once if you believe your Card has been lost or stolen or that an unauthorized person has learned your PIN, by telephoning us at the number on the back of your card or writing us at the address listed at the end of this document. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you notify us within two Business Days after you learn of the loss or

theft, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or a hospital stay, kept you from telling us, we may extend the time periods. If you tell us that your Card has been lost or stolen, we will close down your account and reissue your card to keep losses down.

14. Our Liability for Failure to Complete Transactions. If we do not properly complete transactions on time or in the correct amount in accordance with our agreement with you, we may be liable for your losses or damages subject to the limitations as set forth in this Cardholder Agreement, including, but not limited to under section 25. However, we will not be liable under any number of circumstances, including, but not limited to, if (1) through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction; (2) the merchant refused to accept your Card (3) the ATM terminal does not have enough cash or if it is not operating properly and you knew about the breakdown before initiating the withdrawal; (4) if there is an insufficient balance in the Card Account because there is a hold on your Card; (5) your funds are subject to legal process or other encumbrances restricting transfer; (6) access to the Card has been blocked because, for example, you reported the Card lost or stolen; (7) we have reason to believe that the transaction is unauthorized; or (8) circumstances beyond our control, such as fire or flood, prevent to completion of the transaction, despite reasonable precautions that we have taken. There may be other exceptions than those listed above.

15. DISCLAIMER OF LIABILITY. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE MAKE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, AGAINST INFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT WE ARE FOUND LIABLE TO YOU, YOU WILL BE ENTITLED TO RECOVER ONLY YOUR ACTUAL DAMAGES AND WE SHALL NOT BE LIABLE TO YOU FOR AND YOU ARE NOT ENTITLED TO RECOVER FROM US ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOST PROFITS) OR SPECIAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER WE MAY HAVE BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES SHALL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS CARDHOLDER AGREEMENT EXCEED FIVE HUNDRED DOLLARS (\$500.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. You

understand the limitation of our liability as set forth in this paragraph to be a reasonable allocation of risk and expressly consent to such allocation of risk. Neither party may assert any claim against the other party under or arising from this Agreement that accrued more than two years prior to the filing of the action or proceeding alleging such claim. Each party shall be a duty to mitigate damage for which the other party may become responsible.

16. Error Resolution. WE ARE RESPONSIBLE FOR RESOLVING ANY ERRORS IN TRANSACTION MADE WITH YOUR CARD AND ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD SHOULD BE DIRECTED TO US RATHER THAN TO THE ISSUER OF THE CARD. Telephone us or write us as soon as you can at the number or address listed at the bottom of this page, if you believe that your statement or a receipt has an error or if you need more information about a transaction listed on the statement or receipt. Please provide your name and Card number, and the dollar amount of the suspected error or transaction, describe of the error or the transaction, and explain as clearly as you can why you believe that there is an error or why you need more information. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared and if you provided this information orally, we may require that you then send us your complaint or question in writing within ten business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question, but will provisionally credit your Card Account within 10 business days for the amount you believe is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new Cards, point-of-sale debit card transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question and for new accounts, we may take up to 20 business days to credit your Card account for the amount you believe is in error.

We will send you the result within three Business Days after completing the investigation. If we decide that there was no error, we will send you a written explanation and may debit any provisional credit from your Card Account. You may ask for copies of the documents that were used in the investigation.

We are not responsible for the delivery, quality, safety, legality or any other aspect of the goods and services purchased from merchants with the Card. As disputes concerning those matters should be addressed to the merchants from whom the goods and services were purchased.

17. Address or Name Changes. You are responsible for notifying us changes in your address or telephone number or in your name within two weeks of the change. We will attempt to communicate with you only by use of the most recent address and telephone number that you provided to us and you agree

that any notice or communication sent by us to the address or telephone number noted in our records shall be effective unless we receive notice of change of the address or telephone number from you.

18. Amendment and Cancellation. We may amend or change the terms of this Cardholder Agreement at any time and will provide you with advance notification of the amendment or change as provided by law. However, if the change is made for security reasons, we can implement the change without prior notice.

We may restrict, cancel or suspend your Card or this Agreement at anytime. You may cancel your Card and this Agreement at any time by notifying your employer or Company or by contacting us directly. You may be charged a fee for the cancellation. Upon cancellation, you will no longer be able to use the Card and it should be destroyed. A check for the balance remaining in your Card Account less the cancellation fee will mailed to you. Your cancellation of the Agreement will not affect any of our rights or your obligations that arose prior to the termination.

19. Other Terms and Conditions. This Cardholder Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Cardholder Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Cardholder Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Cardholder Agreement, any rights or remedies under or by reason of this Cardholder Agreement. Your Card will expire two years after it is issued and you may be required to pay a fee if you want the Card reissued. You may not assign your Card or assign your rights and obligations under this Agreement. Use of your Card is subject to all the rules and regulations of any clearing house or association involved in the transactions. We do not waive our rights by delaying or failing to exercise them any time. If any of the provisions of this Agreement are determined to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement will be governed by the law of California except to the extent governed by federal law and any action or proceeding arising from this Agreement or the Card shall be brought and maintained only in a state or federal court in the State of California, County of Los Angeles.

20. CardFlex Contact Information. Should you need to contact CardFlex for any reason, you may call the number on the back of your card or write us at:

CardFlex Financial Services, LLC
Attn: Customer Service
2900 Bristol St Bldg F, Suite 206
Costa Mesa, CA 92626.

You may also send an email to contact@flex1.com.