

CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY

Terms and Conditions/Definitions for the Kenda Traction Black Card Prepaid Mastercard®

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Kenda Traction Black Card Prepaid Mastercard has been issued to you by The Bancorp Bank, Wilmington, Delaware (the “The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the Kenda Traction Black Card 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 we maintain 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. Meridian Enterprises is the entity managing the Card program (“Program Manager”). You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded to the Card Account 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 the Card. The Card is a prepaid card. The Card is not a gift card or a gift certificate. You have received this Card as a gratuity without the payment of any monetary value or consideration. You are not the owner of the Card or the funds underlying the Card. Your failure to activate and use the Card results in the loss of all right, title and interest in the Card and the underlying funds. 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 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. The Card is not designed for business use, and we may close the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that 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 this Agreement 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 1-800-448-8268. You will need to provide personal information in order to verify your identity.

Personal Identification Number

You will receive a Personal Identification Number (“PIN”) with the Card Account which will be sent to you in a separate mailing. The Card must be activated before you will be able to use the PIN. Please see the section above labeled “*Activate The Card*” for instructions on how to activate the Card.

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 labeled “*Your Liability for Unauthorized Transfers.*”

Authorized Card 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 those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

Secondary Cardholder

You may not request an additional Card for another person.

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 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

With the PIN, you may use the Card to obtain cash from any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Mastercard®, Maestro® or PULSE® Acceptance Mark. All ATM transactions are treated as cash withdrawal transactions. You may use the Card at an ATM and withdraw funds from a participating bank (over the counter withdrawal). Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on the Card per day.

The maximum value of the Card is restricted to \$50,000.00. These are the limits associated with withdrawing cash from the Card:

Transaction Type	Frequency and/or Dollar Limits*
Cash Withdrawal (ATM)	No frequency limit, \$500.00 per transaction, up to \$500.00 per calendar day
Cash Withdrawal (over the counter withdrawal)	No frequency limit, \$5,000.00 per transaction, up to \$5,000.00 per calendar day
Cash back at POS	No frequency limit, \$5,000.00 per transaction, up to \$5,000.00 per calendar day

*ATM and POS device owner-operators and participating banks may impose their own lower limits on cash withdrawals.

Loading The Card

You may not load funds to the Card. Only the Program Manager may load additional funds to the Card. You will have access to the funds as soon as you activate your card and immediately after reloads. Personal checks, cashiers checks, and money orders sent to the Issuer are not an acceptable form of loading. All checks and money orders sent to the Issuer for Card loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded to the Card at the discretion of the Issuer.

The maximum value of the Card is restricted to \$50,000.00.

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 bank routing number and the Card Account number to anyone.

Using The Card/Features

The maximum value of the Card is restricted to \$50,000.00. These are the maximum amounts that can be spent on the Card:

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature)	No frequency limit, \$5,000.00 per transaction, up to \$5,000.00 per calendar day
Card Purchases (PIN)	No frequency limit, \$5,000.00 per transaction, up to \$5,000.00 per calendar day

You may use the Card to purchase or lease goods or services everywhere Debit Mastercard or PULSE are accepted as long as you do not exceed the available value of the Card Account and other restrictions (*see examples described below*) do not apply. 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 on 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 the Card, the Card is likely to be declined.

If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though there are sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized 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.

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 make the purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) 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. **Card Account restrictions include, but are not limited to:** restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent our liability; and other restrictions to prevent fraud and other losses. For security reasons, we may, with or without prior notice, limit the type, amount, or number of transactions you can make on the Card. You may not use the Card for illegal online gambling or any other illegal transaction. **We may increase, reduce, cancel, or suspend any of the restrictions or add new ones at any time.** The Card cannot be redeemed for cash.

Each time you use the Card, you authorize us to reduce the available value of the Card Account by the amount of the transaction and any applicable fees. 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 of funds on the Card, you shall remain fully liable to us for the amount of the transaction and any fees, if applicable.

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 or Meridian Enterprises 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 the Card for any reason, please contact 1-866-233-6850 to request a replacement Card. 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 labeled "Expiration."

Expiration

Your Card will expire no sooner than the date printed on the front of it. The funds on the Card do not expire. You will not be able to use your 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 for no cost. If you need a replacement Card for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "Card Replacement," however, there is a Replacement Card fee. For information about the fee, see the section labeled "Fee Schedule."

Transactions Made In Foreign Currencies

If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the funds will be converted by Mastercard International Incorporated into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by 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 obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

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.

Card Account 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 by calling 1-877-239-7030. This information, along with a sixty (60) day history of Card Account transactions, is also available online at www.myawarddetail.com. You also have a right to obtain a sixty (60) day written history of Card Account transactions by calling 1-877-239-7030.

You will not automatically receive paper statements.

Fee Schedule

All fee amounts will be withdrawn from the Card Account and will be assessed as long as there is a remaining balance on the Card Account, except where prohibited by law. **NOTE: Fees assessed to the Card Account balance may bring the Card Account negative.** Any time the Card Account balance is less than the fee amount being assessed, the balance of the Card Account will be applied to the fee amount. **THIS WILL RESULT IN A NEGATIVE BALANCE ON THE CARD ACCOUNT.** If that occurs, any subsequent deposits or loads into the Card Account will first be applied to the negative balance.

Domestic ATM Cash Withdrawal Fee:	\$2.00 (per transaction)
International ATM Cash Withdrawal Fee:	\$2.00 (per transaction)
Domestic ATM Balance Inquiry:	\$0.50 (per transaction)
International ATM Balance Inquiry:	\$0.50 (per transaction)
Replacement Card Fee:	\$15.00 (per Card; when Card is reissued or replace for any reason except expiration)
Currency Conversion Fee	3% fo each transaction amount

If you use an ATM for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to the Card Account.

Confidentiality

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

- (1) Where it is necessary for completing transactions;
- (2) In order to verify the existence and condition of the Card for a third party, such as a 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 we do not properly complete a transaction from the 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 the Card to complete the transaction;
- (2) If a merchant refuses to accept the Card;
- (3) If an ATM where you are making a cash withdrawal does not have enough cash;
- (4) 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;
- (5) If access to the Card has been blocked after you reported the Card lost or stolen;
- (6) If there is a hold or the funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have 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 we have taken; 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 1-800-264-5578. 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).

If the Card has been lost or stolen, we will close the Card Account to keep losses down and will send a replacement card. There is a fee for replacing the Card. For information about the fee, see the section labeled "*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 on online at www.myawarddetail.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.myawarddetail.com. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event the Card Account is cancelled, closed, or terminated for any reason, the unused funds will be returned to the Meridian Enterprises.

Information About Your Right to Dispute Transactions

In the case of a discrepancy or questions about the Card Account transaction(s), call 1-877-239-7030 or write to Program Headquarters, 12600 Deerfield Parkway, Ste 100, Alpharetta, GA 30004 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 1-877-239-7030 or writing us at Program Headquarters, 12600 Deerfield Parkway, Ste 100, Alpharetta, GA 30004.

In case of a discrepancy or questions about the 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 the Card, please contact:

Kenda Traction Black Card Program Headquarters
12600 Deerfield Parkway, Ste 100, Alpharetta, GA 30004
1-877-239-7030

Customer Service agents are available to answer your calls:
Monday through Friday, 8:30 a.m. to 5:00 p.m. CT (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 1-877-239-7030 TO CANCEL THE CARD.

This Cardholder Agreement is effective (10/2018)