CARDHOLDER AGREEMENT

See Reverse Side

mbicard.com

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

BENEFITS CARD USES

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

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

Some examples of eligible locations* for usage of the Benefits Card may include, but are not limited to: hospitals, physician offices, dental offices, vision services locations, pharmacies, and parking and mass transit.

Some examples of eligible products and services* may include: Co-pays at pharmacies as well as the doctor's or dentist's office, prescription drugs and some over-the-counter products, like Tylenol® or Band-Aids®, medical devices such as hearing aids and diabetic supplies, eyeglasses, contact lenses/solution, mass transit and much more!

**Check with your Plan Administrator or Employer for specific eligibility.*

HOW TO USE YOUR BENEFITS CARD

1. Read the front and back of this form carefully, record your Benefits Card number on this form and retain it for your records.
2. Sign the back of your Benefits Card before using it.
3. Use your Benefits Card to pay for eligible products and services according to your specific plan. Your Benefits Card will be activated upon first usage. You do not need to call to activate your Benefits Card. Also, when using your Benefits Card at self-service terminals, always select the "CREDIT" option.
4. Retain all itemized receipts and documentation. If requested by your Plan Administrator, Employer, or in the case of an HSA, the IRS, you are obligated to submit your receipts to prove expenses are eligible under your Benefit Plan and applicable IRS regulations.

   Failure to submit receipts /documentation may result in:

   a) the expense being deemed ineligible in which case you would be obligated to repay the amount to the Benefit Plan; and/or
   b) immediate suspension or revocation of your Benefits Card; and/or
   c) taxable payroll deductions by your Employer of the ineligible expense; and/or
   d) taxable gross income being subject to an additional ten percent tax on that amount.
5. Visit www.mbicard.com to obtain up-to-date account balance information; to view or print your statement of activity; and/or to report your Benefits Card lost or stolen.

REMEMBER to keep all your receipts in case they are requested by your Plan Administrator, Employer, or in the case of an HSA, the IRS. Questions related to your Benefits Card or benefit account(s) should be directed to your Plan Administrator or Employer.

This card cannot be used at any ATM or to obtain cash.

WRITE YOUR BENEFITS CARD NUMBER HERE

59020M002

Please sign your new Benefits Card immediately. Your Benefits Card is not valid until you sign it!

M&I BANK FSB BENEFITS CARD CARDHOLDER AGREEMENT - TERMS & CONDITIONS

This Agreement contains information about your benefits card ("Card"). Benefits may be linked to a flexible spending account (FSA), health reimbursement arrangement (HRA), transit/parking benefits account and/or a health savings account (HSA). In this Agreement "you", "your" and "yours" refer to the person who has received the Card. "We", "us", and "our" mean M&I Bank FSB, our successors, affiliates or assigns. "Plan Sponsor" means your employer or the association who is sponsoring your benefit plan ("Benefit Plan"). "Plan Administrator" means your employer or an agent for your Plan Sponsor to assist in the administration of your Benefit Plan. This Agreement governs the relationship between you and us regarding your Card, our services related to the Card, and funds 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. 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. **Please read this Agreement carefully and keep it for your records.**

The Card is an access device that can be used only at qualified locations where MasterCard® debit cards are accepted. The balance of any FSA, HRA and/or transit/parking benefits account is held in an account maintained by your Plan Sponsor ("Reimbursement Account"). **Funds in the Reimbursement Account are not FDIC-insured (unless required by law).** The balance of any HSA is maintained by you. The funds held in your HSA may be insured depending on the type of account maintained.

AUTHORIZATION. By enrolling to receive the Card, you agree to be bound by this Agreement and any future revisions to any terms and conditions herein. We can delay enforcing our rights under this Agreement without losing them.

THE CARD. The Card is a prepaid card issued by M&I Bank FSB. Except for HSAs (when applicable), **the Card is not connected in any way to any checking, savings, or bank account.** The Card is NOT a credit card. You may use your Card to pay for qualified expenses at selected retail and service establishments that have agreed to accept the Card and are equipped with a point-of-sale terminal that can process debit MasterCard card transactions. Selected health care merchants may include vision, dental, hearing and medical clinics, hospitals, drugstores, medical laboratories, medical equipment, or other medical establishments offering health-care services. Selected dependent care merchants may include licensed nursery schools, day camps, and child-care centers that provide day care. Selected transit merchants may include vendors of bus, ferry or railroad passes, vanpooling providers and parking facilities. Qualified expenses for your Reimbursement Account are defined by your plan documents provided by your Plan Sponsor. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card. Upon any purchase via a point-of-sale terminal, mail order, telephone order or other purchase transaction, the balance of your Reimbursement Account or HSA will be reduced by the amount of such purchase as determined by your Plan Administrator.

The use of your Card to purchase goods and services from merchants is treated as a claim against your Reimbursement Account or HSA, as appropriate. You may use your Card only in the manner and for the purposes authorized by this Agreement and the rules and regulations, which apply to your Reimbursement Account or HSA. You are entitled to receive a receipt for each point-of-sale transaction originated by use of your Card. You do not have the right to stop payment on any point-of-sale transaction originated by use of your Card. You are responsible for all transactions initiated by use of your Card. You may be required to document point-of-sale transactions to comply with IRS and Treasury regulations.

Any entity honoring the Card may choose or be required to obtain approval or authorization for any transaction. An authorization may be declined for a number of reasons, including, but not limited to, having an insufficient available balance or exceeding an applicable dollar limitation. After any purchase at a participating merchant, the amount available on your Card shall decrease by the amount of such withdrawal or purchase or by the amount of any debit hold requested by a merchant.

We may process a transaction even if we have not authorized it, but that does not mean we will process or authorize the same type of transaction again. We may restrict access to or suspend your Card if we notice excessive use of the Card or other suspicious activities. We may reinstate access once we have notified you and rectified any problems. You are responsible for all authorized transactions initiated by use of the Card. We will not make cash refunds on purchases. Any merchant credit vouchers for returns or adjustments will be credited to your Account when received by us. You must handle any claim or defense for purchases directly with the merchant or other business establishment that accepts the Card; and you must pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

AVAILABILITY OF FUNDS. You acknowledge and agree that the amount available on your Card is limited to the amount available in your HSA or loaded by your Plan Sponsor. Each time you use the Card, we will debit the amount of the transaction and any applicable fees or charges from the appropriate available balance(s) on 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 on your Card. If, however, a transaction does occur that exceeds the appropriate available balance(s) on your Card, you agree to have the amount of the overdraft (and applicable fee) deducted from any amount subsequently loaded to your Card. A transaction presented for authorization may be denied if it exceeds the appropriate available balance(s) on your Card or if there is a dispute over the Funds.

FOREIGN TRANSACTIONS. You may make international transactions. If you do, MasterCard International Incorporated will convert any foreign currency transaction into U.S. dollars using an exchange rate for the applicable processing date that is (a) selected by the association from the range of rates available in wholesale currency markets or (b) the government-mandated rate. On international transactions, MasterCard may assess up to 1% on the transaction. We may pass this assessment on to you.

TRANSFER TYPES AND LIMITATIONS. Each day you may withdraw up to the lesser of the unused portion of your Reimbursement Account and/or HSA or the daily amount established by your Plan Sponsor. Your Reimbursement Account or HSA is also reduced by other claims against your Reimbursement Account or HSA. This Card does not have a PIN and cannot be used at any ATM.

CERTIFICATION. Each Card transaction is a claim against your Reimbursement Account and/or HSA, as appropriate, and all IRS, Treasury and Plan Sponsor rules and regulations governing your account 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 Reimbursement 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. For claims against your HSA, you are solely responsible for determining whether they are qualified medical expenses.

DOCUMENTATION REQUIREMENTS. Under IRS and Treasury regulations, all payments from your Reimbursement Account and/or HSA 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 could result in card suspension or termination. Ask your Plan Sponsor for examples of electronic documentation and further instructions.

REPAYMENT. You understand that if you use your Card to purchase an ineligible product or service, as determined by the Plan Administrator, the IRS, or any other party having authority, you have violated this Agreement and/or your obligations under your Benefit Plan. You are also required to repay your Reimbursement Account if a transaction is not electronically or manually documented in a timely manner. Your Plan Sponsor will provide you with information about your repayment obligations. Except with respect to your HSA, you understand that, upon notification, you must immediately repay any such expense to your Plan Sponsor and that your Card may be immediately suspended or terminated for such failure to comply. Distributions from your HSA that are not used for qualified medical expenses are included in your gross income and are subject to an additional 10 percent excise tax, except for distributions after you become disabled or reach age 65.

AMENDMENT OR CANCELLATION. We may amend or change any part of this Agreement or add or remove requirements at any time. If we do so, we will give you notice if required by law of such amendment or change by sending a notice to you at the last address we have for you in our records. However, if the change is made for security purposes we can implement it without prior notice. We may, at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend your right to use the Card.

NOTICES. All notices shall be deemed given when mailed by us to the last address we have for you in our records.

APPLICABLE LAW. Applicable federal laws, rules and regulations shall govern this Agreement. To the extent federal law is not applicable, the laws of the state of Nevada shall govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

WAIVER. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver on any other occasion.

SEVERABILITY. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

BUSINESS DAYS. For purposes of this Agreement, our business days are any day that is not a Saturday, Sunday, or Federal Holiday.

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your Card without your permission, call your Plan Administrator AT ONCE. You may do this by calling the phone number printed in your plan document.

CONSUMER LIABILITY. To avoid any loss if someone uses your Card without your permission, contact your Plan Administrator immediately. You could lose all the money on your Card. If you do not tell your Plan Administrator within 60 days of the Card transaction, you may not get back any money you lost after the 60 days if the Plan Administrator could have stopped someone from taking the money if you had told the Plan Administrator within that time period.

NOTICE TO CARDHOLDERS WITH AN HSA. All questions about transactions made with your Card must be directed to your Plan Administrator, and not to the bank or other financial institution where you have your HSA.

We will not send you a periodic statement listing transactions that you make using your Card. The transactions will appear only on the statement issued by your bank or other financial institution. SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE YOUR CARD, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. If you have any questions about one of these transactions, call your Plan Administrator.

OUR LIABILITY. If we do not complete a transfer to or from your Card on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions and if the failure was not intentional and resulted from a bona fide error, our liability shall be limited to actual damages proved. We will not be liable, for instance: if, through no fault of ours, you do not have enough Funds on your Card to make the transaction; if the terminal or system was not working properly and you knew about the breakdown when you started the transaction; if circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken; if your Plan Sponsor did not load Funds to your Card in a timely manner; for other exceptions allowed by law or stated in this Agreement.

ERROR RESOLUTION NOTICE. You should contact your Plan Administrator in case of errors or questions about transactions arising from the use of your Card. Your Plan Administrator must hear from you no later than 60 days after the date of the transaction in question and you must provide the following information: Your name and Card number; a description of the error or the transfer you are unsure about, and an explanation as to why you believe it is an error or why you need more information; and the dollar amount of the suspected error.

If you tell your Plan Administrator orally, you may be required to send your complaint or question in writing within 10 business days. Generally, a determination will be made whether an error occurred within 10 business days after you notify your Plan Administrator and any error will be corrected promptly. If more time is needed, however, your Plan Administrator may take up to 90 calendar days to investigate your complaint or question. If your Plan Administrator decides to do this, your Card will be re-credited within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes to complete the investigation. If you are asked to put your complaint or question in writing and it is not received within 10 business days, your Card may not be re-credited. You will be told the results within 3 business days after the completion of the investigation.

CONFIDENTIALITY. We may disclose information to third parties about your Card or the transfers that you make from it: where it is necessary to service your Card; in order to verify the existence and condition of your Card for a third party, such as a merchant or bank; for security purposes, fraud deterrence, and when necessary to prevent identity theft; in order to comply with government agency or court subpoenas and/or orders; if you give us your written permission; or in accordance with M&I Bank FSB's privacy statement for certain benefit plan debit cards.

SUSPENSION/TERMINATION. Your Plan Sponsor and/or you have the right to suspend or terminate a Card. We may suspend, revoke, or terminate it at any time in our sole discretion. For example, we may suspend, revoke or terminate your Card if we believe someone may or could be using it for fraudulent transactions or illegal activity, or if there is a dispute over the underlying Funds, etc. You must surrender a cancelled, revoked or terminated Card. Your Card will be suspended if you (or an individual authorized by you) fail to use the Card in the manner it was intended. You will receive notification telling you why your Card is "suspended" and giving corrective instructions to reverse the suspension. A suspended Card can be reactivated after you take corrective action. Your Card may be suspended for inappropriate and/or abusive transactions including, but not limited to, purchase of clearly non-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 Reimbursement Account.

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

MISCELLANEOUS. You may determine your Reimbursement Account balance or review any transaction by going to www.mbicard.com or by calling your Plan Administrator at the number printed in your plan document or on the back of your Card. Contact your Plan Administrator or HSA custodian to determine the balance in your HSA. Unless terminated, your Card will expire on the last day of the month printed on your Card; however, your ability to pay for products and services may end sooner than the Card expiration date depending on your enrollment status in your Benefit Plan.

We may transfer, sell, or assign our obligations with respect to the Card and under this Agreement. You may not transfer, sell or assign your rights with respect to the Card or under this Agreement. We are not responsible for any goods or services you purchase with the Card.

M&I BANK FSB – PRIVACY STATEMENT FOR CERTAIN BENEFIT PLAN DEBIT CARDS

This privacy policy ("Policy") applies to debit cards issued by M&I Bank FSB ("we," us" or "our") in connection with certain benefit plans offered through a plan administrator. This policy is intended to describe how we collect, maintain, or disclose information about the cardholder ("you" or "your").

What we collect. We collect nonpublic personal information about you from the following sources: information we receive from you or your plan administrator on applications or other forms; and information about your transactions with us, our affiliates, or others.

What we disclose. We do not disclose any nonpublic personal information about you, whether you are a customer or a former customer, to anyone, except as permitted by law.

Confidentiality and security. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.